

heritance therein, free and clear of all incumbrances whatever; and that she will warrant and defend the title to and possession of the same unto the said George F. Roth, his heirs, successors or assigns, forever, against the lawful ^{claims} ~~claim~~ and demands of all persons whomsoever. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of Eight Hundred ' (\$800.00) Dollars, owing by the party of the first part to the said party of the second part, as evidenced by a certain promissory note, signed by the first party, of even date herewith, due October 16th, 1913, and bearing interest at six per cent. from date until maturity, payable -----annually, and at ten per cent. after maturity; said interest evidenced by five interest coupon notes, of even date herewith, as follows: One for Forty Eight (\$48.00) Dollars, due October 16th, 1909, and Four for Forty Eight (\$48.00) Dollars each, due on the 16th, day of October of each year, and bearing ten per cent. interest after maturity. Said notes and coupons, and this mortgage, are given for an actual loan of money by the party of the second part to the party of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the party of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit any waste upon the premises, nor the removal of any building or other improvements therefrom, without first obtaining the written consent of the party of the second part, his heirs, successors or assigns.

The party of the first part agrees to procure and maintain insurance on the buildings located on the said premises, in such companies as the second party shall elect, in the sum of not less than \$-----, with premiums fully paid, and the policy or policies of ^{such} insurance shall be assigned to the second party, his heirs, successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of the failure or default in the payment of any taxes or assessments levied against the premises, or if the insurance on the buildings be not procured and maintained as above stipulated; or if the first party does or suffers to be done, anything whereby this security is impaired, then, upon the happening of ^{any} such contingency, the said second party, his heirs, successors or assigns may pay such taxes and assessments, and any other sums necessary to preserve such security; and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent.; and for all sums so paid and expended this mortgage shall stand as security.

Upon the payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first party. But it is expressly agreed that upon a breach of the [^]warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof or any interest thereon, or any tax or assessment, or to comply with any other ~~requirements~~ requirements herein contained, then the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent., and the party of the second part, his heirs, successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the premises sold, and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest and all costs and expenses, including attorney's fees.

It is further agreed that in case the party of the second part, his heirs, successors,