

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This Mortgage is given to secure the principal sum of Three Hundred Fifteen & no/100 Dollars, with interest thereon at the rate of --per cent per annum, payable annually from according to the terms of two certain promissory notes, described as follows, to-wit:

One note in the sum of One Hundred fifty-seven & 50/100 Dollars (\$157.50) dated August 10th, 1922, due August 10th, 1923. One note for One Hundred fifty-seven & 50/100 Dollars (\$157.50), dated August 10th, 1922 and due August 10th, 1924, both executed by J. H. Smith and Clara T. Smith, his wife in favor of the Title Guarantee & Trust Company, executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of---per centum per annum until due, and at the rate of ten per centum per annum after maturity.

The interest before maturity is further evidenced by ---coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The parties of the first part hereby make the following special covenants to and with said party of the second part and their assigns, to-wit:

First. That said first part will procure separate policies of insurance against fire and tornadoes, each in the sum of-----Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

Second. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

Third. That the said first parties will keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

Fourth. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

Sixth. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay