

same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This conveyance is intended as a mortgage, and is given as security for the performance of the covenants herein, and the payment to said GUM BROTHERS COMPANY, its successors or assigns of the principal sum of Thirty Five Hundred Dollars, payable as follows:

\$100. on the 1st day of Feb., 1923; \$100 on the 1st day of August, 1923;

\$100. on the 1st day of Feb., 1924; 100 on the 1st day of August, 1924;

\$100. on the 1st day of Feb., 1925; 100 on the 1st day of August, 1925;

\$100. on the 1st day of Feb., 1926; 100 on the 1st day of August, 1926;

\$ 100. on the 1st day of Feb., 1927; 2,600 on the 1st day of August, 1927;

according to the terms and conditions of the one promissory note made and executed by Elmer E. Shaffer and Mamie J. Shaffer, parties of the first part, bearing even date herewith, with interest thereon from date at the rate of seven per cent per annum, payable semi-annually, and with interest after maturity at the rate of ten per cent per annum, as provided in said notes.

And it is hereby further agreed and understood that this mortgage secures the payment of all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

IT IS HEREBY AGREED That all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the makers or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in any wise affect this mortgage nor the rights of the Mortgagee hereunder, nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor do hereby expressly covenant, stipulate and agrees as follows:

FIRST:-- To pay the above recited debt and interest thereon when and as the same shall become due whether in course or under any covenant or stipulation herein contained.

SECOND: Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies satisfactory to the mortgagee, for at least Five Thousand Dollars, and all policies of insurance of whatsoever nature and whatsoever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee as collateral and additional security for the payment of said debt, interest and all sums secured hereby, with subrogation clause satisfactory to the mortgagee attached to such policy or policies, with loss, if any, payable to said mortgagee or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee or its assigns, to the extent of its interest as mortgagee in said premises; and that the said mortgagee or its assigns may assign all such insurance policies to any indorsee of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its assigns shall have and is hereby specifically given power to