

mortgage become broken in any particular, and with all and singular the tenements, hereditaments, and appurtenances thereto belonging.

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and lawful owners of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the express conditions that, whereas, the said party of the second part at the special instance and request of the parties of the first part, loaned and advanced to Vernon Ross and Clara Eva Ross, his wife, the sum of Thirteen Hundred and No/100 Dollars

AND WHEREAS, Said parties of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good ~~good~~ repaired, and to keep the buildings thereon constantly insured in such company or companies as said second party may designate and the policy or policies of insurance constantly transferred to said party of the second part, its successors or assigns; and also/^{to}keep said lands and improvements thereon free from all statutory lien claims of every kind, and if any or either of said agreements be not performed as aforesaid then said party of the second part, its successors or assigns, may pay such taxes and assessments and may effect such insurance, for such purposes, paying the cost thereof, and may also pay the final judgement for any statutory lien claims, and may invest such sums as may be necessary to protect the title or possession of said premises, including all costs, and for the repayment of all moneys so expended together with the charges thereon as provided by the By-Laws of said Association, these presents shall be security.

AND WHEREAS, The said Vernon Ross and Clara Eva Ross did on the 20th day of March, 1923 make and deliver to the UNION BUILDING AND LOAN ASSOCIATION, their note or obligation, which is made a part hereof, and in words and figures as follows, to-wit:

NOTE OR OBLIGATION

For Value Received We promise to pay to the order of the UNION BUILDING AND LOAN ASSOCIATION, the following sums of money, viz:

The sum of Twenty six & no/100 Dollars, the same being the monthly dues on the 26 shares of the capital stock of said Association, represented and evidenced by the Certificate therefor numbered 291 this day pledged by Vernon Ross to said Association to secure a loan of Thirteen Hundred and no/100 Dollars and the sum of Ten and 40/100 Dollars; the same being the interest due monthly upon said sum so borrowed by us. And we promise to pay said Association at its Home Office the said sums of money, amounting ~~to~~ in the aggregate to Thirty Six & 40/100 Dollars on the 20th day of each and every month, and continue such monthly payments for a term of 75 months from the date hereof.

And we further agree, in case of default in payment of said sums of money, or any part thereof, monthly as aforesaid, to pay all fines and penalties assessed on account thereof, in accordance with the rules, regulations and By-Laws of said Association, and if, in case of default, the stock pledged and the security given to secure said monthly payments shall, upon the sale thereof, be insufficient to repay said Association any balance which may be due and owing on said loan, we promise and agree to fully pay and discharge same. If we shall fail for a period of Six successive months to pay dues, interest or other charges required by the By-Laws or shall become indebted to the Association in a sum equal to the gross amount of