

~~COMPARED~~

lot 1 and lot 5 all in Section 10, and lots 1, 2, 4, and 5 in
Section 11 Township 17 North, Range 13 East, containing 156.80
acres, more or less

Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, his heirs, executors, successors or assigns, to the said and only proper use, benefit and behoof of the said party of the second part, his heirs, executors, successors or assigns forever; and the said parties of the first part do covenant with the said party of the second part, his heirs, executors, successors or assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever and that they will, and their heirs, executors, successors or assigns, shall forever warrant and defend the title to the same against all lawful claims whatsoever;

PROVIDED always, that these presents are upon the express condition, that the said parties of the first part shall and do well and truly pay or cause to be paid to the said party of the second part his heirs, executors, successors or assigns, the sum of One Thousand & no/100 DOLLARS, with interest according to one certain promissory note bearing even date herewith, executed by Allie B. Kenyon nee Couch and Grant C. Kenyon, her husband to the said party of the second part, his heirs, executors, successors or assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of the said part of the second part in and to said premises by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the part of the second part, against loss and damage by fire, in the sum of at least Dollars, for the benefit of the part of the second part,----- heirs, executors, successors, or assigns, and assign and deliver the policy and certificates thereof to the part--- of the second part, -----heirs, executors, successors or assigns; and shall further keep and perform all covenants hereinafter made, then these presents shall be null and void.

AND IT IS HER BY EXPRESSLY AGREED, That should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, his heirs, executors, successors or assigns, without prejudice to any rights he might otherwise have by virtue of these presents to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents and shall be payable on demand, with interest at ten (10) per cent per annum.

AND IT IS ALSO AGREED, That should any default be made in such payment of the taxes and assessments as above provided or any part thereof, then and in such case it shall be lawful for the party of the second part, his heirs, executors, successors or assigns, without prejudice to any rights which might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at then (10) per cent, per annum.

AND IT IS ALSO AGREED, That should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note or should said first parties fail or neglect to pay or cause to be paid all taxes assessments, or public rates levied upon said premises, when the same become due and payable