

a good and indefeasible estate of inheritance therein, free and clear of all incumbrances (except first mortgage in the sum of \$5,000.00 and special assessments hereafter to mature.)

This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Eight Hundred Seventy and 52/100 DOLLARS, according to the terms of 14 certain promissory notes executed Jan. 24, 1923 and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit:

One note for the sum of \$1,000 due on or before Feb. 1, 1924, bearing interest at the rate of 8% per annum computed and payable semi annually;  
one note for the sum of \$1,000 due on or before Feb. 1, 1925, bearing 8% interest from date payable semi annually; also a series of 12 notes, numbered 8 to 19 inclusive, notes 8 to 18 inclusive, each for the sum of \$75.00 and No. 19 for the sum of \$84.06. Note No. 8 matures on the 1st day of October, 1923 and each consecutive note matures on the 1st of each and every month thereafter until all of such notes are paid. Said series of notes are drawn to include interest computed and payable monthly on deferred principal sum of said series from month to month at the rate of 8% per annum, each monthly payment applying first on the interest due each month, and the balance of such payments applying on principal.

All of said notes bear 10% interest after maturity if not paid when due.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$5,000 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant and agree to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurance as above provided shall draw interest at ten per cent per annum from the date of payment thereof by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisal, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands