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The above mortgage is a second mortgage and given for the purpose of securing the cost of improvements thereon in part and is payable at the rate of \$60.00 per month and accumulated interest at eight per cent per annum on the 1st day of November, 1923 and the 1st day of each and every month thereafter until the entire amount of principal and interest in fully paid.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever. COMPANY

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$2412.84 due March 25th 1927 payable \$60.00 each month and interest made to A. F. Wald or order, payable at The National Bank of Commerce with eight per cent interest per annum, payable semi-annually and signed by Geo. Saap and Dora Saap. 480

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except. \$18500.00 first mtg.

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$20000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Ten Dollars and Ten per cent of amount and as Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second part his heirs or assigns said sum \$----- of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the firstpart have hereunto set their hands the day and year first above written.

Geo Saap

Dora Saap