

TREASURER'S ENDORSEMENT

I hereby certify that I received \$15⁰⁰ and issued
 Receipt No. 13395 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 27 day of Jan. 1924

W. W. Suckey, County Treasurer

lots two (2) and three (3) and east five and thirty one one hundredths (5.31) acres of north ten and fifty seven one hundredths (10.57) acres of lot four (4) of section four (4); east half of northeast quarter of northeast quarter and east half of west half of northeast quarter of northeast quarter and east half of west half of west half of northeast quarter of northeast quarter of section nine (9) northwest quarter of northwest quarter of section ten (10) except eighty one hundredths (.80) acres right of way and except that part of south west quarter of southwest quarter of section three (3) described as follows; beginning at a point thirty six (36) rods east of the southwest quarter of the southwest quarter of said section three (3) and running thence north three hundred eighty (380) feet to the right of way; thence in a southeasterly direction along the right of way, one hundred eighty six (186) feet, thence south three hundred nine (309) feet; thence west one hundred sixty eight (168) feet to the place of beginning; containing one and one-third (1 1/3) acres more or less all in township nineteen (19) north range ten (10) east, of the Indian Meridian, containing in all 449 1/2 acres, more or less, according to the Government survey thereof, and warrant the title to the same.

To have and to hold, the premises above described, together with all rights and claims of Homestead and Exemption of the said party of the first part, their heirs or assigns therein, to said The Deming Investment Company, and to its successors and assigns, forever; Provided however, nevertheless, and these presents are made by said party of the first part upon the following covenants and conditions, to-wit:

The said party of the first part covenant and agree:

First: That they are lawfully seized in fee of the premises hereby conveyed; that they have good right to sell and convey the same as aforesaid; that the said premises are clear of all encumbrances; and that they will and their heirs, executors and administrators shall forever warrant and defend the title to the said premises against all claims and demands.

Second. That said first party will pay to said second party or order the sum of Fifteen Thousand dollars with interest thereon until due at the rate of 5 1/2% per cent per annum, payable semi-annually, on the first day of July and January, in each year, and in accordance with one certain promissory note of the said first party, said note being of even date herewith and bearing interest at the rate of ten (10) per cent per annum after maturity, payable semi-annually.

Third. That the mortgagor hereby agrees to pay, before the same shall become delinquent, any and all taxes, charges of assessments assessed or levied by any competent public authority of the State in this the lands above described as located, or of the United States of America, upon the above described property, or any part thereof, or any interest thereon, including the interest of the mortgagee, or upon this mortgage, except the mortgage registration tax to be paid upon the recording of this mortgage, and that failure so to do shall be a breach of the conditions of this mortgage and render the same subject to foreclosure; and the mortgagor further agrees that in case any taxes, charges, or assessments belonging to the class above agreed to be paid shall be allowed by the mortgagee to become delinquent, the mortgagee herein shall have the right to pay the same together with any interest, penalties, cost and expenses which may have accrued thereon according to law at the time the same are paid, and if the mortgagor shall fail or refuse upon demand or reimburse the mortgagee for any such payments with interest thereon at ten (10) per cent from the date of such payment upon demand of the mortgagee, such failure or refusal shall be a breach of the condition of the mortgage and render the same liable to foreclosure; and the sums so paid by the mortgagee for such taxes, charges, interest, costs or expenses and the interest thereon at ten (10) per cent from the date of the mortgagee's payment of the same, shall be a part of the sum secured by the lien of this mortgage and to be collected by foreclosure thereof.