

dated November 17, 1921, recorded in the office of the County Clerk in and for said County and State, in book 442, page 418, in and to and in the real estate hereinabove described <sup>said</sup> said lease having been executed by the owner of the undivided four-fifths interest in the fee simple estate and John W. Trimble, owner of the remaining one-fifth interest in the fee simple estate, to E. H. Young and H. P. Craig.

To have and to hold the above granted and bargained leasehold estate, premises, property, rights and privileges, with the appurtenances thereunto belonging, or in anywise appertaining unto the said party of the second part, its successors and assigns, forever.

Provided, always, that if the said owners of the undivided four-fifths interest in the fee simple estate, and, or the said owners of the leasehold estate, their heirs, executors, administrators and assigns, shall well and truly pay unto the said party of the second part, its successors or assigns, the said principal and interest in accordance with the terms and tenor of said notes, and shall otherwise perform and carry out all the covenants and agreements in said notes and this mortgage to be performed, fulfilled and kept, then in that event, this mortgage and the estate by said mortgage hereby granted, shall cease, determine and be void and shall be released at the cost of the mortgagors.

And the said owners of the undivided four-fifths interest in the fee simple estate covenant with the party of the second part as follows:

First; That the title hereby conveyed by them is the undivided four-fifths interest in and to the fee simple title to the premises above described, and that the same is free and clear of all liens, restrictions, encumbrances and delinquent taxes of any kind whatsoever (except the encumbrance of the said lease aforementioned) that said owners of the undivided four-fifths interest in the fee simple estate in and to said real state have good right and authority to convey and encumber said premises, and they will warrant and defend the same and the peaceable and quiet possession thereof, against all persons whomsoever.

Second: That everything in said lease to the contrary notwithstanding, they hereby expressly consent to and authorize the said mortgaging of said leasehold estate by said owners of the leasehold estate, and further hereby expressly covenant that no change will be made in the terms or conditions of said lease without the written consent of the party of the second part, and they further agree that in case they should declare a forfeiture of said leasehold estate under the terms thereof then said owners of the four-fifths undivided interest of the fee shall assume and carry out the obligations of the owners of the leasehold estate in this mortgage.

Third: That if default be made in the payment of any part of said indebtedness, then the party of the second part shall be entitled, after giving the owners of the undivided four-fifths interest in the fee simple estate thirty (30) days notice of such default; to immediately thereafter declare the whole sum yet unpaid immediately due and payable, and shall be entitled to proceed to foreclose this mortgage upon the undivided four-fifths interest in the fee simple estate and sell said premises according to law to pay said debt and costs, together with an attorneys fees additional of the sum provided in said principal notes and provided, further that the entire sum so unpaid on the date of such default shall bear interest from the date thereof at the rate of ten per cent (10%) per annum.

Fourth: That the whole of said principal sum shall become due at the option of the party of the second part after default in the payment of any tax assessment for a period of thirty (30) days after the same has become delinquent under the law imposing the same, or after default for a period of thirty (30) days in the payment of any other sum or performance or any other covenant, agreement or condition herein undertaken by said owners of the undivided four-fifths interest in the fee simple estate, or in the repayment by them to said party of the second part of any sums advanced by said party of the second part