

at the Southerly edge of West Third Street; thence along the Southerly edge of West Third Street in the Southwesterly direction a distance of fifty (50) Feet to the place of beginning, together with all the improvements thereon and appurtenances thereunto belonging:

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, on in any wise appertaining, and all rights of homestead exemption, unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their heirs and assigns forever against the lawful claims of all persons whatsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said W. W. Newsum and Mary G. Newsum are justly indebted to the said parties of the second part in the principal sum of Seven Thousand (\$7,000.00) dollars, in lawful money of the United States, being for a loan thereof made by the said parties of the second part to the said W. W. Newsum and payable according to the tenor and effect of two certain negotiable promissory notes numbered \_\_\_\_\_ executed and delivered by the said W. W. Newsum, bearing date October 27th, 1909 payable to the order of said Hadesa J. Seaman, Frank G. Seaman and Adah H. Basten one note for Two thousand dollars payable Ninety days after date, and one for Five Thousand dollars payable two years after date, with interest thereon from date until paid, at the rate of eight (8%) per cent per annum, payable annually on the 27th day of October in each year.

Second: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance Company, to the satisfaction of the holder hereof in the sum of \_\_\_\_\_ Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of eight (8%) per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

Third. In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Fourth. Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said notes or any part thereof as the same become due, or any of the taxes, assessments or insurance premiums, as they become due, or to comply with any of the foregoing covenants, the whole