

the second part, and to its successors or assigns, forever. And the said party of the first part covenants and agrees that at the delivery hereof he is the lawful owner of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever, and he will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns against the lawful claims of all persons whomsoever.

This conveyance, however, is intended as a mortgage for the better securing of the said sum of Seventy five (\$75.00) Dollars, justly due and owing by the said party of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by ten certain promissory notes for the sum of \$7.50 each, bearing even date herewith, and maturing in ten semi-annual periods from the date hereof, and bearing ten per cent interest after maturity.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the second lien on the premises hereby conveyed; that the party of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said notes and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any buildings or other improvements therefrom without the written consent of said second party first had and obtained.

Upon payment of said promissory notes according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first party but in case of failure or default in the payment of said promissory notes when due, or any other part thereof, or any interest thereon, at maturity; or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the party of the first part do, or suffer to be done, anything whereby his security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security, and ^{such} all sum ~~sums~~ so expended shall bear interest at the rate of ten per cent per annum and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent thereafter, and that in case of a foreclosure hereof and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first party an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood that upon a breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any