

part do hereby covenant and agree that at the delivery thereof 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, except the one heretofore mentioned for \$35,000.00) in favor of Alice S. McGannon, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs, executors, administrators or assigns, forever, against the claims of all persons whomsoever.

THIS MORTGAGE, is given for the security for the performance of the covenants herein contained, and the payment to Charles Page, his heirs, executors, administrators or assigns, of the principal sum of Fifteen Thousand (\$15,000.00) dollars, due for an actual loan of that amount, with interest thereon at the rate of ten per cent per annum, payable semi annually, and reasonable attorneys fees if the above amount, or any part thereof, is collected by due process of law, time being the essence hereof; the said preincipal sum of \$15,000.00 is evidenced by the following notes, to-wit:

Six notes of even date herewith in the sum of \$350.00 each, due the first day of April, May, June, July, August and September, 1911, respectively, in favor of the party of the second part herein named, and signed by first parties, and bearing interest at the rate of ten per cent per annum from the 15th day of November, 1910, interest payable semi-annually.

Six notes of even date herewith in the sum of \$500.00 each, due the first day of October, November, December, 1911, and January February, and March, 1912, respectively, in favor of the party of the second part herein named, and signed by first parties, and bearing interest at the rate of ten per cent per annum from the 15th day of November, 1910, interest payable semi-annually.

Six notes of even date herewith in the sum of \$750.00, due the first day of April, May, June, July, August, and September, 1912, respectively, in favor of the party of the second part herein named, and signed by first parties, and bearing interest at the rate of ten per cent per annum from the 15th day of December, 1910, interest payable semi-annually

Six notes of even date herewith in the sum of \$600.00 each, due the first day of October, November, December 1912, and January, February and March 1913, respectively in favor of the second party herein named, and signed by first parties and bearing interest at the rate of ten per cent per annum from the 15th day of January, 1911, interest payable semiannually.

And each of said notes containing a provision that the said note is one of twenty four notes evidencing a total indebtedness of \$15,000.00, and stipulating that a failure to pay any one of said notes when it shall become due, shall of itself and without notice cause the total sum of the unpaid notes to become immediately due and payable, Said notes and each of them further providing that in the event of default the parties of the first part shall pay a reasonable attorney fee and cost of collection. It is further agreed the parties of the first part have the privilege of paying any part or all of the said loan at any interest paying period semiannually.

SAID PARTIES OF THE FIRST PART hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company for the sum of \$10000.00 and to assign the policies to said second party as his interest may appear, and the said parties of the first part assume all re-