

longing or in any wise appertaining.

And the parties of the first part hereby covenant, that at the delivery of this mortgage they are the lawful owners of the said property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatever; and that they will warrant and defend the title to and possession of the same unto the said C.L. Root his heirs successors or assigns forever, against the lawful claims and demands of all persons whomsoever. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of Three Thousand Three Hundred (\$3300.00) dollars, owing by the parties of the first part to the said party of the second part, as evidenced by a certain promissory note, signed by the first parties of even date herewith, due June 1st, 1915 and bearing interest at eight per cent from June 1, 1910, until maturity, payable annually and at ten per cent after maturity; said interest evidenced by 5 interest coupon notes, of even date herewith as follows: One for (\$264.00) Two hundred sixty four dollars due June 1 1911 and four for Two hundred sixty four (\$264.00) dollars each, due on the 1st day of June of each year, and bearing ten per cent interest after maturity. Said notes and coupons and this mortgage, are given for an actual loan of money by the party of the second part to the parties of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the parties of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit any waste upon the premises, nor the removal of any building or other improvements therefrom, without first obtaining the written consent of the party of the second part, his heirs, successors or assigns.

The parties of the first part agree to procure and maintain insurance on the buildings located on the said premises, in such companies as the second party shall select, in the sum of not less than \$-----, with premiums fully paid, and the policy or policies of such insurance shall be assigned in to the second party, his heirs, successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of failure or default in the payment of any taxes or assessments levied against the premises or if the insurance on the buildings be not procured and maintained as above stipulated; or if the first parties does, or suffer to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, the said second party his heirs, successors or assigns, may pay such taxes and assessments, and any other sums necessary to preserve such security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent; and for all sums so paid and expended, this mortgage shall stand as security.

Upon payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first parties But it is expressly agreed that upon a breach of the warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof, or any in-