

with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, both in law and equity. This Grant is intended as a mortgage to secure the payment of the sum of four hundred dollars (\$400) due and payable in one day from April 22, A.D. 1859, with interest after maturity at twelve per cent per annum and also the sum of Seventeen hundred ~~dollars~~ and fifty dollars (\$1750) due in one year from April 22, 1859, with interest at twelve per cent per annum, the party of the first part hereby declining to assume the responsibility for the payment of the above secured sums of money according to the condition of two certain notes of hand this day executed and delivered by S. N. Simpson on the twenty second day of April A.D. 1859 to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified, but if default be made in payment or any part thereof, as above provided, then it shall be lawful for the said party of the second part, his executors, administrators and assigns at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then due for principal and interest then together with the costs and charges of making such sale and the attorney fees for foreclosure, and the overplus if any there be shall be paid by the party making such sale on demand to the said Henry N. Simpson his heirs or assigns. In Witness Whereof the party of the first part has hereunto set