condition that whereas said Thomas J Binckley and George A Lambert have this day executed and delivered three certain promissory notes in writing to said party of the second part of which the following are copies Viz. For value received, on the first day of March next we or either of us promise William Pennington to pay him or order eighty three dollars and thirty three cents with ten per cent interest, dated Feby. 8. 1881. also one For value received on the first day of March 1882 we or either of us promise William Pennington to pay him or order One hundred and thirty three dollars and thirty three cents with ten per cent interest Feby 8. 1881. also one For value received on the first day of March 1883 we or either of us promise William Pennington to pay him or order One hundred and thirty three dollars and thirty three cents with ten per cent interest. Now said parties of first part shall pay or cause to be paid to said party of second part his heirs or assigns said sums of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly discharged and void otherwise shall remain in full force and effect but if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable then the whole of said sum and sums and interest thereon shall and by these presents become due and payable and said parties of the second part shall be entitled to the possession of said premises and the said parties of the first part further agree upon default of the above covenants and conditions or any or either of them to pay the sum of Twenty Dollars for the Mortgagee or his assigns attorneys fees for the foreclosure of this mortgage which sum shall be a lien upon said premises added to the amount of said obligation and secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of this Mortgage Appraisement waived.

In Witness Whereof the said parties of the first part have hereunto set their hands