Provided always, and these presents are upon this express condition, that whereas, said Lucia M. and William Jones have this day executed and delivered a certain promissory note in writing, to said party of the second part, of which the following is a copy:

$375.00 Lawrence March 3rd 1885.

Four months after date we promise to pay J. C. Zerby or order Three Hundred and seventy five Dollars for value received with interest at 10%

William Jones
Lucia M. Jones.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and 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 payable then the whole of said sum and sums and interest thereon, shall, and by these presents become due and payable, and said party 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 Ten Dollars, for the mortgagor or 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 party of the first part, have hereunto set their hand the day and year first above written.