acres more or less with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. L. S. Warner does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Five Hundred Dollars (being the purchase money for said premises) payable five years after date with interest from date at ten per cent per annum payable annually in advance according to the terms of one certain promissory note this day executed and delivered by the said M. L. S. Warner 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 such payment or any part thereof or interest thereon, or the taxes, or if the insurance is not kept up thereon then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said