

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Deister and Wilhelmina Deister his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances. This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said Henry Deister and Wilhelmina Deister to the said party of the second part, due in one year after date with interest at nine per cent. per annum from date until paid. 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 amount shall become due and payable, and 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the money arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Henry Deister his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Henry Deister [seal]
 Wilhelmine Deister [seal]