

XEROXED

of the second part, its successors or assigns, the sum of Thirty-five Thousand Dollars (\$35,000.00) with interest thereon at the rate of five and one-half per cent (5½%) per annum at the time and in the manner specified in a certain promissory note dated simultaneously herewith, executed by the parties of the first part, payable to the order of party of the second part, ^{110. J.E.} ~~ON DEMAND, but pending demand~~, in installments as provided therein, and in that case these presents and everything herein expressed shall be absolutely null and void. But on default of payment of any part of the principal or interest when due under said note, or upon the failure to pay any lawful tax or assessment levied against or upon said premises or the improvements thereon, then the same shall become due and payable and this instrument subject to foreclosure according to law. The parties of the first part hereby agree to pay any and all taxes and assessments affecting said premises and the buildings and improvements thereon, and to keep said premises insured against fire and other loss in the amount of Thirty-five Thousand Dollars (\$35,000.00) for the benefit of the party of the second part with loss payable to it. Failure to maintain insurance shall be deemed a default hereunder and, similarly, failure to pay taxes or assessments as aforesaid shall be a default. Party of the second part shall have the option of paying any delinquent taxes or assessments or maintaining the insurance policy in force and effect and add any amount so paid to the balance due under said mortgage with interest thereon at the rate of five and one-half per cent (5½%).

In case of foreclosure and sale the parties of the first part hereby waive the right of appraisalment of the premises.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

WITNESS:

Sue Bartley
Sue Bartley
Sue Bartley
Sue Bartley

Delbert F. Erhart (LS.)
Delbert F. Erhart
June E. Erhart (LS.)
June E. Erhart