

the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars, due and payable in two thousand six years from date thereof with interest thereon from date at 9 per cent per annum, according to the terms of three certain promissory notes this day executed and delivered by said George Wilbert & Henrietta Wilbert to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, in default whereof said party of the second part may pay such taxes and any penalties and costs which may have accrued thereon at the expense of said first party, and such taxes, penalties, costs shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon, or if the taxes are not kept up thereon then this conveyance shall become absolute and the whole amount specified in said notes and the interest thereon and all taxes and insurance paid by said second party or his assigns become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part his executors, administrators, or 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 moneys arising from such sale to retain the amount then due according to the provisions of this instrument, 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.