

in. And the said parties of the first part 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 incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Thirteen hundred Dollars, and interest thereon according to the terms of one certain mortgage note this day executed by the said parties of the first part to wit:

with privilege to pay before as a downer porch
Note No. 4 for Thirteen hundred Dollars due July 14th 1893, all dated July 14 1888, payable to Robert Owens or order, with interest payable annually. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of ^{such} default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of 12 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of 12 per cent; but the party of the second part may pay any unpaid taxes charged against said property and may recover for all such payments, with interest at twelve per cent, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors, administrators and assigns, at any time

The following is indorsed on the original mortgage
In consideration of full payment of the within
Mortgage I hereby release the same this
11th day of Nov^r 1891
Ann. T. Sinclair
Recorded Nov. 17th 1891