

three rods: East One hundred and fifty (150) Rods to beginning of 33 1/2 acres with the appurtenances, and all the estate, title and interest of the said party of the first part therein And the said Benjamin F. Carst 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 and that he 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 Four hundred \$\$. Dollars, according to the terms of a certain promissory note this day executed by the said Benjamin F. Carst to the said parties of the second part, said note being given for the sum of Four hundred \$\$. Dollars, dated August 17th 1855 due and payable in three (3) years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is herein after specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgage, in the sum of Three hundred \$\$. Dollars, in some insurance company, satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties interest & costs and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties interest and costs and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 12 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part, and it shall be lawful for the parties of the second part their successors, administrators and assigns, at any