of B. F. Lewis in a part of said land about 35 ac. m. or less, that they have good right to sell and convey said premises, and that they will Warrant & 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 Four hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to wit: Note No. 1, for four hundred Dollars, due November 1st 1893 all dated October 26th 1888, payable to Russell and Metcalf or order, at the Importers and Traders National Bank, New York City, N.Y., with interest payable semi-annually on the first days of May & November in each year, according to coupons attached to said note. 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 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 thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale, to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at twelve per cent. per annum

The following is indorsed on original Instrument:
$40.00 2/6 1889
Received of Chas Smith & Maggie M. Smith the within named mortgagee the sum of Forty and 100 Dollars in full satisfaction of the within mortgage