

do hereby covenant and agree that at the delivery hereof, they 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 whatever. This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of One certain promissory note this day executed by the said Elmer E. Sawyer and Nancy L. Sawyer to the said party of the second part, said note being given for the sum of Two hundred Dollars, dated Dec 10, 1888 due and payable in Two 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 hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises incurred in favor of the said mortgagee in the sum of Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and incur the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and incurrence, 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 payments, 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 party of the second part, and all unexpired by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, affrayment hereby waived or not at the option of the party of the second part, her executors, administrators or assigns; and out of all the money arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, on demand, to the said Elmer E. Sawyer or his heirs and assigns.