

Three years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached ^{payable in installments as provided in said note and coupons, the first of which is attached, and as 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 insured in favor of the said mortgage, in the sum of Six Hundred 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 insure 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 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 percent 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 sums paid 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, of foreclosure 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, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said Mary D. Cheney heirs and assigns.

In Testimony whereof, the said parties of the first part, have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in presence of

L. E. Dallas.

Mary D. Cheney (seal)

Daniel Cheney (seal)

State of Texas

County of Douglas^{ss}

Be it Remembered That on this 6th day of Feb'y AD 1889 before me Chester E. Dallas a Notary Public in and for said County and State came Mary D. Cheney and Daniel Cheney husband and wife who are to me personally known to be the same persons who executed the foregoing instrument, and duly