

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 Two hundred and fifty Dollars, and interest thereon, according to the terms of a certain mortgage note and 3 interest notes or coupons, this day executed by the said J. R. Bryan and Hallie D. Bryan to wit:

Note No. 1, for \$250 ⁰⁰/₁₀₀ Dollars, due June 17th 1892 all dated June 17th 1887 payable to Hallie E. Woodward or order, at the Chemical National Bank of New York City with interest payable annually on the 17th day of June 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; and they will keep the buildings on said property insured for in some approved Insurance Company, payable in case of loss to the mortgage or assigns, and deliver the policy to the mortgage, as collateral security hereto.

Now if such payments be made as herein specified, this conveyance 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, or if default be made in the agreement to insure, 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 her assigns, interest at the rate of 10 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 10 per cent; but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at 10 per cent, in any suit for foreclosure of this mortgage; 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 appraisal 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 10 per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorney's fee for the the foreclosure of this mortgage, to be taxed as other costs in the suit.