

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 whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Parties of the first Part to the said parties of the second part. Said note being given for the sum of One Thousand Dollars dated Aug 16 1859 due and payable in five years from the date thereof with interest thereon from the date hereof 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 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 Seven hundred Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests 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 repayment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of twelve percent per annum.

If it shall 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 parties of the second part, and all sums paid by the parties 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 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 hereby waived or not, at the option of the parties of the second part, their executors, administrators or assigns, 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, together with the costs and charges of making such sale and the surplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part or their heirs and assigns.

In witness whereof, the said parties of the first part have hereunto their

The following is written on the original instrument  
The note having descended having been paid in full this  
Mortgage is hereby released and the sum  
standing on the date of discharge