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 Four hundred Dollars, due and payable in from date thereof, with interest thereon at Seven per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Adam Carter & Hattie Carter to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument is specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor ~~of the party~~ of the party of the second part or his assigns, in the sum of Five hundred $^{no}/_{100}$ Dollars, in an insurance company agreeable to party of second part, in default whereof said parties of the second part may pay such taxes, and any penalties and costs which may have accrued thereon and effect such insurance at the expense of said parties of first part, and such taxes, penalties, costs and insurance shall from the date of payment be an additional lien under this mortgage on said above described premises, and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said party of second part or his assigns, become and be due and payable, or not, at the option of said party of second part or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part his executors, administrators, or 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 party of the second part, his executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions 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 Adam Carter & Hattie Carter heirs or assigns.

In Testimony Whereof, The said parties of the first part have here-