

South of Range No Twenty one 211 East of the 6th P.M., containing 50 acres, more or less, and being the homestead of the said parties of the first part with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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, save a prior mortgage of Eleven hundred Dollars to said William F. Sinclair and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same. This grant is intended as a Mortgage to secure the payment of the sum of Fifty five Dollars according to the terms of ten certain mortgage notes, this day executed and delivered by the said parties of the first part to the said party of the second part, payable as follows: Five and fifty hundredths Dollars on the 5th days of March and September in each year, until said sum of Fifty five Dollars is fully paid, with interest after maturity or default, at the rate of ten percent per annum, and this conveyance shall be void if such payments be made as herein specified. But, if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for said party of the second part his 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 party of the second part his executors, administrators or assigns, and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written

Signed & Delivered in presence of,

Wm Day

C. E. Dallas

A. A. Masterson

Charles Vitt

Mary C. Vitt

Sarah M. Knight

W. F. Mc Knight

Laura M. Knight

Mary A. Mc Knight

Emma M. Mc Knight

Lillie D. Bradshaw

Harry Bradshaw

[seal]

[seal]

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