

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 uncovenanted 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 his assigns interest at the rate of 10 per cent per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment 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 may pay the interest coupons past due and also one year in advance upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all such payments, with interest at ten per cent, in any suit for foreclosure of this mortgage; and it shall be lawful for the 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 waived or not, at the option of the part of the second part 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, and interest at ten per cent per annum from the time of said default until paid together with the costs and charges of making such sale.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

J. E. Nichols



J. E. Nichols

Jasper Nichols



Guardian for

Natie Nichols



State of California,

Santa Clara County, } ss.

Be it Remembered, that on this 14th day of September A.D. 1891 before me, Notary Public in and for said County and State, came J. E. Nichols to me personally known to be the same person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



C. M. Wooster

My commission expires Mch. 1893.

Notary Public

State of California,

County of Santa Clara, } ss.

On this 14th day of September, in the year one thousand eight hundred and ninety one, before me, C. M. Wooster a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared J. E. Nichols known to me to be the person described in, and whose name is