

and sixteen (116) Ohio Street in the City of Lawrence County and State aforesaid with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said John W. Hilley does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 three Hundred \$⁰⁰ Dollars according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; Said note being given for the sum of three Hundred \$⁰⁰ Dollars dated November 1st 1883 due and payable in three years from the date thereof respectively with interest thereon from the date thereof 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 hereinafter 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 insured in favor of the said mortgagee in the sum of Eight Hundred \$⁰⁰ Dollars in some insurance company satisfactory to said mortgagee in default whereof the said mortgagee may pay the taxes and accruing penalties interest 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 the payment thereof be and become an additional lien under this mortgage upon the above described premises and shall bear interest at the rate of twelve per cent per annum. But if default be made in such payments 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 party of the second part and all sums