

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.

This Grant is intended as a mortgage to secure the payment of the sum of One Hundred and ten Dollars according to the terms of one certain — this day executed by the said John D. Furgason & M. E. Furgason to the said party of the second part and due and payable as follows, Ten Dollars on or before the 7th day of October 1885 and Ten dollars on the 7th day of each and every month thereafter until the full sum of One Hundred and ten dollars with interest thereon at 12 per cent per annum from this date shall have been fully paid. And this conveyance shall be void if such payment be made as is 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 shall be due and payable and it shall be lawful for said party of the second part her 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 her executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principals and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and a reasonable attorneys fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party 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 set their hands and seals the day and year last above written.

John D. Furgason 
M. E. Furgason 