

to John B. Hobbs with 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 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 \$4000 on the piece of land first described given to H. B. Beardsley which mortgage the parties of the first part above named are to pay when the same becomes due.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand six hundred and forty one Dollars according to the terms of two certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment 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 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the parties 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 herunto set their hands and seals the day and year last above written.

A. Philibert

Delanney

Ezer Delanney

Signed Sealed and Delivered in Presence of
Jm T. Sinclair.