

19.47: Mortgagor to have the privilege, of paying at any time one or more instalments of principal, or the entire unpaid balance of said principal sum, such additional principal payments it made, operating to discharge the debt secured hereby at an earlier date and not reducing the amount or deferring the due date of the next payable instalment of principal.

The Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances excepting such encumbrances as are specifically described and set out herein; and to warrant and defend the title thereto against the lawful claims or demands of all persons whose
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2. To pay when due all payments provided for in the note secured hereby.

3. To make return of said real estate for taxation, when so required by law; to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.

property herein conveyed; and to exhibit to Mortgagee receipts or certified copies thereof, evidencing such payment; and to perform the principal debt secured by such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment; and to perform the obligations contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.

such manner, in such companies and for such amounts as may be satisfactory to the Mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with the Mortgagee. The insurance proceeds shall be payable to the Mortgagee as his interest may appear. Any sum so received by Mortgagee in settlement of an insured loss may be applied at the option of Mortgagee to discharge any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the buildings and improvements so destroyed or damaged.

6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagor's written application for said loan.

[illegible]

8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to foreclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or liens agreed hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to the principal of the loan, and shall be payable by the Mortgagor, together with the principal and interest, at the time and in the manner directed by the Mortgagee.

9. That all checks or drafts delivered to the Mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment; and that all agencies used in the collection of the sums secured hereby shall be considered agents of the Mortgagor.

This mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any

The Mortgagor in the written application for loan hereby secured made certain representations to the Mortgagee as to the purpose or purposes for which the proceeds of this loan are to be used. Such representations are hereby specifically referred to and made a part of this Mortgage.

In the event the Mortgagor shall fail to pay when due any taxes or assessments against the security or fail to pay at all times during the existence of this mortgage, all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or fail to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage or fail to maintain insurance as herein provided for, the Mortgagee may at his option make such payments, perform such covenants and conditions, or provide such insurance, and the amount paid therefor, or incurred in connection therewith, shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the rate of five per centum per annum until paid.

[illegible]

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereunder shall, at the option of the Mortgagee, become due and payable forthwith.

debtedness hereby secured shall, at the option of the Mortgagee, become due and payable forthwith.

If at any time, during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the Mortgagee, become insufficient to secure the payment to the Mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation, or erosion, then said Mortgagee shall have the right, at its option, to declare the indebtedness secured hereby due and payable and to forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the Mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof, the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments on the above described note or not paid when due, or if the Mortgagee shall permit any taxes or assessments on said lands to become delinquent, or if the Mortgagee shall fail to pay during the term of the mortgage all due taxes and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or shall fail to perform any of all other covenants and conditions contained in any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall permit any of the same to become delinquent, or shall fail to satisfy the same when due, or shall fail to sell under execution by virtue of any such mortgage, judgment, lien or encumbrance, or shall fail to satisfy the same when due, or shall fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or shall fail to perform any of all other covenants and conditions contained in any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall fail to perform any of all other covenants and conditions contained in any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall fail to keep the buildings and improvements insured as herein provided, or shall apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the sum of the Mortgagee shall be at once due and payable to the lender, and the lender shall have the right to sell the property at public or private sale at a rate of five per centum per annum, and this mortgage subject to foreclosure.

[illegible]

Now if the said Mortgagor shall pay, when due, all payments provided for in said note, and reimburse said Mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisement laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Margarite Emory Swartz

Charles C. Swartz

(ACKNOWLEDGMENT)

STATE OF ~~MASSACHUSETTS~~ Connecticut
COUNTY OF ~~FAIRFIELD~~ Fairfield } ss. Norwalk

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23d day of April, 1934, personally appeared

Marguerite Emory Swartz and Charles C. Swartz, her husband
to me personally known and known to me to be the identical person. She who executed the within and foregoing instrument and acknowledged to me that they executed the same
their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Alice P. Volk

My Commission expires.....Feb. 1939

(RELEASE)

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this..... day of....., 19.....