

This conveyance is intended as a mortgage to secure the payment of \$1273.25 lawful money of the United States, together with interest thereon at the rate of 6% per annum from date until paid, according to the terms and conditions of that certain promissory note bearing even date, made by the said parties of the first part, payable on or before four years after date to the order of JULIA ESTES, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, or in case of failure to pay taxes and assessments before delinquency, then the said party of the second part, her heirs, executors, administrators or assigns, : Immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or proceeding which may be had for the recovery of the amount due on either said note or this mortgage, said party of the second part, her heirs, executors, administrators or assigns shall be entitled to have included in the judgment which may be recovered as the Court shall adjudge reasonable as well as all costs incurred as part of the costs in such suit as well as all costs incurred by said party of the second part, her heirs, executors, administrators and assigns may be obliged to make for her or their security or on account of any taxes, charges, assessments or encumbrances or on account of any taxes, charges, assessments whatsoever on the said premises or any part thereof.

In case of foreclosure of this mortgage, the party of the second part, her heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness