

Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of eight per cent. per annum from date until paid, for value received. Interest to be paid semi annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

C. D. Weichman

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And Whereas, the said parties of the first part have covenanted and agreed, and do hereby covenant and agree, to pay all said sums of money, the principal and interest specified in said note, at the times herein designated, and to keep up and maintain in present condition the improvements on said premises, and to pay all taxes, assessments, mechanics liens and encumbrances, and liens of every kind which may by law become due and payable on said premises, also all taxes which may be levied or imposed on this mortgage, or the moneys thereby secured, and also that the said parties of the first part will not commit nor suffer any waste upon said premises, and that they will not cut, or permit to be cut, any of the timber upon said described premises, except such as may be necessary for ordinary family use, and to keep the said premises in a reasonable state of repair.

Now Therefore, if the said parties of the first part shall pay said promissory note in accordance with the terms hereof, both principal and interest, and all taxes, assessments, insurance, mechanics' liens and all other encumbrances and liens, in accordance with the terms of this mortgage, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance to be void and of no effect; but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms hereof, and a performance of the conditions and agreements herein contained, and as such to be subject to foreclosure; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become