

effect of the following described premissory notes being one principal note and ten interest notes, said notes being substantially of the tenor and effect as follows that is to say:

One principal note for Five thousand dollars payable 1st Oct. 1915 —
 One interest note for Two hundred fifty seven & 25/100 dollars payable 1st April 1911
 One interest note for two hundred dollars payable 1st Oct. 1911
 One interest note for two hundred dollar payable 1st April 1912
 One interest Note for two hundred dollars payable 1st Oct. 1912
 One interest Note for two hundred dollars payable 1st April 1913
 One interest note for two hundred dollars payable 1st Oct. 1913
 One interest note for two hundred dollars payable 1st April 1914
 One interest note for two hundred dollars payable 1st Oct. 1914
 One interest note for two hundred dollars payable 1st April 1915
 One interest note for two hundred dollar payable 1st Oct. 1915

All, of which notes dated November 9th 1910 are executed by C.W. Lyman and Daisie B. Lyman his wife, the said mortgagors to the said mortgagee on an actual loan of five thousand dollars and are payable to the order of the said mortgagee at the chief office of the mortgagee

Edinburgh, Scotland, in United States Gold coin with interest at the rate of 8 per cent per annum after maturity. And whereas the said mortgagors for themselves and for their heirs and assigns have covenanted and agreed and do hereby covenant and agree to and with the said mortgagee its successors and assigns as follows:

1. That they will pay each and all of said notes promptly as they become due.
2. That this mortgage shall be deemed a mortgage of the rents and profits as well as of the real property above described. It is understood that until default shall be made in some one or all of the obligations and conditions by the mortgagors herein assumed, the mortgagors may remain in possession of the mortgaged premises but in the event of the default on the part of the mortgagors in the payment of all or any of the moneys herein by the mortgagors agreed to be paid, or default in the performance of some or all of the conditions of this mortgage by the mortgagors assumed or upon the mortgagors imposed, then the mortgagee may immediately foreclose this mortgage and pending foreclosure enter upon and take possession of the mortgaged premises, and a bill to foreclose this mortgage being filed, the mortgagee without further notice to the mortgagors may apply to the court for the appointment of a receiver and the court is hereby authorized to appoint a receiver, to take the custody and care of the mortgaged premises collect the rents and profits thereof harvest and marked the crops thereon, the proceeds thereof to be applied in payment pro tanto of the amounts due or payable or chargeable under this mortgage.
3. That they will keep the improvements thereon in good repair and will not permit any waste of the premises hereby mortgaged.
4. That they have a valid and unencumbered title in fee simple of said premises.
5. That they will pay all taxes and charges that may be assessed on said premises and on this mortgage and on the debt hereby secured before they become delinquent.
6. That during the existence of this mortgage they will keep the buildings or any which may hereafter be erected on the said premises insured against fire to the extent of two thousand dollars in some fire insurance company to be named by the mortgagee for the benefit of the said mortgagee, and to deliver the policies and renewals thereof to the said mortgagee and should said mortgagors fail to insure as herein provided the said mortgagee may do so at the expense of the mortgagors.
7. That they covenant and agree that in the event of a foreclosure of this mortgage if the property hereby mortgaged shall not upon sale thereof realize sufficient to pay the amount due under this mortgage together with the costs and expenses of the suit or action, a deficiency judgment may be rendered for any unpaid balance, and the same may be satisfied from, and the sheriff or other officer making such sale shall be authorized forthwith to proceed to levy upon any other property of the mortgagors or either of them not exempt from execution.

Now therefore if the mortgagors shall pay all and every of the said notes, taxes, charges, and shall in all other respects fully satisfy and comply with the covenants hereinbefore set forth, this conveyance shall be void. But if the mortgagors shall fail to pay any of said notes or in