

stantial copies of said notes:

\$500.00

-----1910

-----for value received I promise to pay to the order of Cooks Investment Co. a corporation -----dollars with interest thereon at the rate of ----- per cent ----- from date, 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in U.S. Gold coin, and in case suit is instituted to collect this note or any portion thereof ----promise to pay such additional sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

signed:

A.B. Cash  
Naomi Cash

This conveyance is also intended in like manner to secure all costs, attorneys fees and advances which shall properly accrue, be allowed or made hereunder together with interest thereon as herein provided and also to secure performance of all the agreements herein contained. If the said note and interest thereon shall be paid as provided therein and if all the agreements herein contained shall be kept and performed then these presents shall be void, but otherwise shall remain in full force and effect. The Mortgagor hereby agrees (until full satisfaction of this mortgage): To pay all taxes and assessments upon said property or upon this mortgage or upon this note or indebtedness secured hereby at least ten days before delinquency and also to pay all liens upon said property for labor or material within thirty days after the filing shall be made. To keep all improvements upon said property in good condition and repair and neither commit or suffer any waste upon said property, That if default be made in any payment or agreement hereunder, the mortgagee or any holder of the note secured hereby may make advances therefor. The Mortgagee or any holder of the note hereby secured may also take any action and make any advance and pay, settle compromise or litigate any lien or claim whatsoever as in its or their discretion may seem necessary for the protection of said property or of any indebtedness secured hereby. All advances for any of said purposes with interest thereon at eight per cent per annum shall become part of the indebtedness secured hereby without waiver of any right arising from any default hereunder and such amounts with interest thereon shall be repaid before any application upon the note secured hereby. That if default shall be made in the payment of any interest or principal as they become due or in the performance of any agreement of this mortgage, then the note secured hereby shall at the election of the holder thereof become immediately due and payable without demand or notice (time being of the essence hereof) and this mortgage may then be foreclosed according to law and a receiver for said property with usual powers may be appointed without notice, forthwith upon the filing of the complaint or at any time thereafter. That in any foreclosure of this mortgage or action therefor, the mortgagor will pay in addition the costs and fees allowed by statute such sum as the court may adjudge reasonable as attorneys fees for the benefit of the plaintiff which shall be a lien on said property due and payable when action is commenced and enforced in such action. That in any foreclosure of this mortgage the mortgagee shall be entitled to deficiency judgment against the makers of said note for any balance of judgment interest and costs that may remain unsatisfied after the sale of said property.

In Witness Whereof the said mortgagor has hereunto set his hand and seal the day and year first above written.