

hereafter upon or appurtenance thereto also all homestead and exemption rights and interests whatsoever now held or which may be hereafter acquired in or attached to said real estate and also all possession use rights issues and profits of said real estate accruing after any default hereunder. This conveyance is intended as a mortgage to secure the payment of a loan of three hundred fifty (\$350.00) dollars according to the tenor and effect of one promissory note bearing even date payable to the order of the mortgagee being for \$350.00 and payable three years after date hereof with interest on said note at eight per cent per annum payable semi-annually in U.S. Gold coin or of equivalent to the present standard, the following being substantially a copy:

\$350.00

May 2nd 1910

Three years after date for value received I promise to pay to the order of Cooks Investment Co. a corporation three hundred fifty dollars with interest thereon at rate of eight per cent per annum 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 I 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.

Florence K. Crooker

This conveyance is intended as a mortgage to secure the payment of all costs attorneys fees and advance 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 provided. If said note and interest thereon shall be paid as provided therein and if all the agreements herein contained shall be performed and kept, then these presents shall be void, but otherwise to be 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 and note or indebtedness secured hereby at least ten days before delinquency, and also pay all liens upon said property for labor or material within thirty days after the same shall be filed. To keep all improvements upon said property in good repair and condition and neither commit nor suffer any waste upon said property. That if any default be made in the payment of any interest or principal as they severally become due or in the performance of any agreement of this mortgage, then the note secured hereby, 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 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 to 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 the property due and payable when action is commenced and enforceable in such action. That in any foreclosure of this mortgage the mortgagee shall be entitled to deficiency judgment against the makers of this 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 her hand and seals the day and year first above written.

Signed, sealed and delibered in presence of  
Geo. W. P. Babb

Florence K. Crooker (Seal)

Ilvie T. Baxter

State of Massachusetts

County of Suffolk, ss. This is to certify that on this twelfth day of August 1910 before the