

according to Government survey. Together with all and singular the tenements, her editaments and appurtenances thereunto belonging, or in anywise appertaining. To Have and To Hold the Above granted premises, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, for themselves and for their heirs, executors and administrators, do by these presents covenant that they are the owners in fee simple, absolute of all and singular the above granted and described premises and appurtenances; that they have good and lawful right to sell and convey the same.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Five hundred and no/100 (\$500.00) Dollars, together with interest thereon at the rate of eight per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date made by David Kline, Etta Kline, M.G. Fifer and Maytie P. Fifer payable Two year after date to the order of H.F. Marshall and these presents shall be void if such payment be made according to the terms and conditions thereof. And in case default be made in the performance of any of the covenants herein contained or in the payment of either the principal or interest of the said note, or any part of either principal or interest, according to the terms of said note, or upon the refusal of the Mortgagor, their heirs, executors, administrators or assigns, to repay upon demand any charges made against the above described premises, or any part thereof, on account of taxes, insurance or other lawful assessments, the holder hereof and the note secured hereby may immediately declare the whole of said principal sum, interest, taxes, insurance, charges or other assessments immediately due, and may thereafter in any manner provided by law, foreclose this mortgage for the whole amount then due on account of principal, interest, taxes, insurance, charges or other lawful assessments, And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for said party of the second part, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum that the Court shall adjudge reasonable as well as all payments that the said party of the second part, his heirs, executors, administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

It is hereby expressly stipulated and agreed between the parties hereto, their heirs, executors, administrators or assigns, that in case of the foreclosure of this mortgage, that the party of the second part, his 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 secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs of such foreclosure suit. And it is further stipulated and agreed between the parties hereto, their heirs, executors, administrators or assigns, that in case of the foreclosure of this mortgage at any sale had thereunder, the purchaser thereat shall be entitled to the immediate possession of the premises so sold whether or not the same are then occupied as a homestead.

*I hereby release the within mortgage, it having been fully paid, satisfied and discharged this 5th day of Aug. 1916.
H.F. Marshall
Attest: Charles W. Miller, Co. Auditor*