

*Satisfied Pg 417 BK N*

note for two hundred dollars payable 1st April 1914; one interest note for two hundred dollars payable 1st April 1915; one interest note for two hundred dollars payable 1st April 1916; one interest note for two hundred dollars payable 1st April 1917;

All of which notes dated 13th April 1912 are executed by Fred N. Henion and Myrta M. Henion his wife, the said mortgagors to the said mortgagee on an actual loan of twenty five hundred dollars and are payable to the order of the said mortgagee at New York in United States gold coin with interest at the rate of eight per cent per annum after maturity. It is understood that the mortgagors have the privilege of repaying the debt hereby secured in full or in part on 1st April 1915 or any interest paying date thereafter. 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:

1st 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 be made in some 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 agree to be paid or default in the performance of some or all of the conditions or obligations of this mortgage by the mortgagors assumed or upon the mortgagors imposed, then the mortgagee may immediately thereafter foreclose this mortgage and pending foreclosure enter upon said premises and a bill to foreclose this mortgage being filed the mortgagee without further notice to the mortgagors may apply to the court for 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 market any growing crops thereon, the proceeds to apply 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 do or permit to be done any waste of the premises hereby mortgaged.

4. That they have a valid right and unincumbered 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.

That during the existence of this debt they will keep the present buildings or any which may hereafter be erected on the said premises insured against fire to the extent of one thousand dollars in some fire insurance company to be named by the mortgagee for the benefit of the mortgagee and should the said mortgagors fail to insure as herein provided the said mortgagee may do so at the expense of said mortgagors.

Now therefore if the said mortgagors shall pay all and every of said notes taxes and charges and shall in all other respects fully satisfy and comply with the covenants hereinbefore set forth and enumerated, this conveyance shall be void; But if mortgagors shall fail to pay any of said notes or in any other respect shall fail to comply with any of the covenants hereinbefore set forth, then as often as any of such breach shall occur, the said mortgagee or its successors or assigns may at any time thereafter declare the whole of said principal sum or so much thereof as at the time of such declaration may remain unpaid to be at once due and payable as well as all interest thereon and foreclose this mortgage may be entered and the said mortgagee its successors or assigns may at any time thereafter proceed to foreclose this mortgage to compel payment of the full amount due and payable.