

ing thence North 34 deg. 30' West 81.2 feet to point of beginning, thence North 34 deg. 30' West 50 feet thence south 55 deg. 30' West 100 feet, thence south 34 deg. 30' East 50 feet thence north 55 deg. 30' East to place of beginning, Dated July 2, 1908 and recorded Book "L" of Deeds page 158 deeded to J.M. Stevenson, Also the following described tract deeded Homer B. Fern: Commencing at the post on township line at the West side of the Shepard Donation Land Claim thence 130 feet, South, thence East 50 feet, thence north 130 feet, thence West 50 feet, to place of beginning. Dated Nov. 29, 1912, recorded Book "O" of Deeds page 145.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part and to its 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 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 a MORTGAGE to secure the payment of two thousand five hundred 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 two (2) certain promissory notes bearing even date herewith made by John P. Gillette and Louise E. Gillette husband and wife, payable as follows: No. 1 in the sum of FIVE HUNDRED DOLLARS due and payable on the 4th day of June, 1916, or one year after date; No. 2 in the sum of Two Thousand Dollars due and payable on June 4th, 1917, or two years after date, interest on both notes payable semi-annually, to the order of BANK OF STEVENSON, party of the second part, 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 said notes, or any part of either principal or interest, according to the terms of said notes, or upon the refusal of the Mortgagors 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 notes secured hereby may immediately declare the whole of said principal sum, interest, taxes insurance, charges and 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 sums and interest on either of said notes or this mortgage, it shall and may be lawful for the said party of the second part or its 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 such sum as the Court shall adjudge reasonable as well as all payments that the said party of the second part its heirs, executors, administrators or assigns may be obliged to make for its 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 or its assigns, shall be entitled to have entered in such foreclosure suit, a judgment for any deficiency remaining due upon account