

No. _____

Sd. W.H.Lutz.

Due _____

NOW THEREFORE, If the said promissory note principal and attorneys fees shall be paid when the same shall become due, according to the terms and conditions of said promissory note, and of this indenture, then this indenture shall be void, but in case default shall be made in the payment of the principal or interest, or attorneys fees, mentioned, in said promissory note, or any part thereof, or in case default shall be made in the payment of any sum that may become due and payable as hereinafter provided, then the party of the second part, her executors, administrators and assigns are hereby empowered to sell the premises, above described, with all and every of the appurtenances or any part thereof, in the manner described by law, and out of the money arising from said sale to retain the said principal and attorneys fees, and such other ^{sum or} sums as may be due hereunder, together with the costs and charges of making such sale; and the over plus if any, to pay on demand to the party of the first part his heirs and assigns.

It is expressly understood and agreed, that such premises are and shall be kept until this mortgage is fully paid and satisfied, free from all liens or incumbrances, whatsoever that shall or may have precedence of this mortgage, that all buildings and tenements that are now upon or may hereinafter be erected upon said premises, shall be kept insured for an amount not less than One Thousand Dollars ~~xxxxxx~~ during all the time that this mortgage shall remain unpaid or unsatisfied, in one or more good and ^{old line} responsible/fire insurance companies, against all loss or damage by fire; the loss or damage if any, to be made payable to the said party of the second part her executors, administrators and assigns, and in case the said party of the first part his heirs or assigns, shall fail, neglect or refuse to obtain such insurance, or to pay all taxes, street assessments, mechanic's liens, or claim of every name and nature, that are or may become a line or liens upon said premises having precedence of the lien of this mortgage before the same shall become delinquent, then, the said party of the second part her executors, administrators and assigns, may at their option obtain said insurance and pay the premiums therefor, and may pay, discharge and satisfy any and all such taxes, street assessments or liens at maturity, and all sums of money thus expended shall at once become due and payable on demand from said party of the first part his heirs and assigns to the said party of the second part her executors, administrators and assigns, and that such payment as well as the attorney's fees mentioned in said note, be and they are hereby secured by the lien of this mortgage.

It is also expressly understood, that if any sum made payable by the terms of said promissory note or becoming due hereunder, shall remain unpaid for a period of one day after the same shall have become due and payable, then the party of the second part her

executors, administrators and assigns may foreclose this mortgage at any time thereafter. And the said W.H.Lutz, for himself and his heirs, executors and administrators, does covenant and agree to pay unto the said party of the second part her executors, administrators or assigns, the said sum of money as above mentioned.

IN WITNESS WHEREOF, I W.H.Lutz, have hereunto set my hand and seal the day and year first above written.

W.H.Lutz. (Seal)

Signed, Sealed and Delivered in presence of us as witnesses:
H.S. McCutchan.
F.C. Hoecker.