

"BEGINNING AT A POINT ON THE NORTH LINE OF THE HENRY SHEPARD DONATION LAND CLAIM, 610 FEET EAST OF WHERE THE RANGE LINE CROSSES SAID HENRY SHEPARD DONATION LAND CLAIM LINE, THENCE WEST 29 FEET, THENCE NORTH 14° 15' EAST 87 FEET, THENCE SOUTH 88° 20' WEST, 83 FEET, THENCE SOUTH 75° 16' WEST, 88 FEET, THENCE SOUTH 65° 55' WEST, 274 FEET, THENCE SOUTH 31° 25' WEST, 334 FEET, THENCE SOUTH 26° 01' 375 FEET TO CENTER OF A SMALL CREEK. THENCE IN A NORTHEASTERLY DIRECTION TO PLACE OF BEGINNING, CONTAINING 5.8 ACRES, MORE OR LESS." TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF SEVEN HUNDRED FIFTY (\$750.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8 PER CENT PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HERewith, MADE BY W. H. GILMORE AND NORA H. GILMORE, PAYABLE ON OR BEFORE FIVE YEARS AFTER DATE, TO THE ORDER OF E. P. ASH, AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENT BE MADE ACCORDING TO THE TERMS AND CONDITIONS THEREOF. BUT IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST OF SAID PROMISSORY NOTE, OR ANY PART THEREOF, WHEN SAME SHALL BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN THE SAID PARTY OF THE SECOND PART, HIS HEIRS OR ASSIGNS, MAY IMMEDIATELY THEREAFTER, IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT DUE UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS THEREBY SECURED.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTE OR THIS MORTGAGE, SAID PARTY OF THE SECOND PART, HIS HEIRS, ADMINISTRATOR, AND ASSIGNS, SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM OF \$75.00 AS ATTORNEY'S FEES TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT, AS WELL AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, HIS HEIRS, ADMINISTRATOR, AND 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.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, HIS HEIRS, ADMINISTRATOR, 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.

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

J. A. FISHER

GEO. E. O'BRYON

W. H. GILMORE (SEAL)

NORA H. GILMORE (SEAL)

Satisfied
Bx P
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