

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 THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) TOGETHER WITH INTEREST THEREON AT THE RATE OF TEN 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 CHAS. H. SHULTZ AND EMMA SHULTZ PAYABLE ON OR BEFORE THREE YEARS AFTER DATE TO THE ORDER OF BANK OF STEVENSON 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 NOTE, OR ANY PART OF EITHER PRINCIPAL OR INTEREST, ACCORDING TO THE TERMS OF SAID NOTE, 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 NOTE 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 SAID NOTE OR THIS MORTGAGE, IT SHALL AND MAY BE LAWFUL FOR THE SAID PARTY OF THE SECOND PART ITS SUCCESSORS 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 ITS SUCCESSORS 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, ITS SUCCESSORS 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.

IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS AND SEALS THIS, THE 28TH DAY OF MARCH A.D. 1921