

THOUSAND (\$10,000.00) DOLLARS TOGETHER WITH THE INTEREST THEREON AT THE RATE OF SEVEN PER CENT PER ANNUM FROM DATE UNTIL PAID ACCORDING TO THE TERMS AND CONDITIONS OF FOUR CERTAIN PROMISSORY NOTES BEARING EVEN DATE HERewith MADE BY McKEIGHAN AND WACHTER COMPANY, A CORPORATION, PAYABLE TO THE ORDER OF PETER SWANSON AS FOLLOWS: NUMBER ONE FOR TWO THOUSAND (\$2000.00) DOLLARS PAYABLE ON OR BEFORE SIX MONTHS AFTER DATE, INTEREST PAYABLE AT MATURITY; #2 FOR TWO THOUSAND (\$2000.00) DOLLARS PAYABLE ON OR BEFORE ONE YEAR AFTER DATE, INTEREST PAYABLE ANNUALLY, #3 FOR TWO THOUSAND (\$2000.00) DOLLARS PAYABLE ON OR BEFORE TWO YEARS AFTER DATE, INTEREST PAYABLE ANNUALLY; #4 FOR FOUR THOUSAND (\$4000.00) DOLLARS PAYABLE ON OR BEFORE THREE YEARS AFTER DATE, INTEREST PAYABLE ANNUALLY AND THESE PRESENTS SHALL BE VOID IF PAYMENTS OF THE PRINCIPAL AND INTEREST ABOVE SPECIFIED BE MADE ACCORDING TO THE TERMS AND CONDITIONS OF SAID PROMISSORY NOTES.

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 MORTGAGOR, ITS SUCCESSORS 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.

THE SAID PARTY OF THE FIRST PART PROMISES AND AGREES TO KEEP THE BUILDINGS UPON SAID PREMISES MENTIONED, INSURED WITH SOME RESPONSIBLE INSURANCE COMPANY IN THE TOTAL SUM OF TEN THOUSAND (\$10,000.00) DOLLARS AS FOLLOWS: SIX THOUSAND (\$6000.00) DOLLARS UPON THE NEW GARAGE BUILDING AND FOUR THOUSAND (\$4000.00) DOLLARS UPON THE OLD GARAGE BUILDING.

AND IN ANY SUIT OR OTHER PROCEEDINGS THAT MAY BE HAD FOR THE RECOVERY OF SAID PRINCIPAL SUMS AND INTEREST ON EITHER SAID NOTES OR THIS MORTGAGE, IT SHALL AND MAY BE LAWFUL FOR THE SAID PARTY OF THE SECOND PART HIS HEIRS, EXECUTORS, ADMINISTRATORS 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 MAY ADJUDGE REASONABLE, AS WELL AS ALL PAYMENTS THAT THE SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR 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.

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, HIS HEIRS, EXECUTORS, ADMINISTRATORS 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