

FULL TITLE OF WHICH IS HELD BY THE HEIRS OF ISADORE ST. MARTIN SR., DECEASED, AS TENANTS TENANTS IN COMMON THEREOF.

ALSO ALL GRANTORS RIGHT, TITLE AND INTEREST IN AND TO THE RENTS, ISSUES AND PROFITS THEREFROM.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF ONE THOUSAND (\$1000.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF TEN PER CENT PER ANNUM, PAYABLE QUARTERLY, FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HERewith, MADE BY ISADORE ST. MARTIN AND FILICITE ST. MARTIN, PAYABLE THREE YEARS AFTER DATE TO THE ORDER OF W. A. ARNOLD 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 THE SAME SHALL BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN THE SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY IMMEDIATELY THEREAFTER IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT THEN UNPAID UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

THE SAID PARTY OF THE FIRST PART COVENANTS AND AGREES TO AND WITH THE SAID PARTY OF THE SECOND PART THAT HE IS THE OWNER IN FEE SIMPLE OF THE ABOVE CONVEYED INTEREST IN AND TO SAID PROPERTY; THAT THE SAME IS FREE AND CLEAR OF ALL INCUMBRANCES WHATSOEVER; THAT HE HAS GOOD RIGHT TO SELL AND CONVEY THE SAME AND THAT HE WILL AND HIS HEIRS, EXECUTORS AND ADMINISTRATORS SHALL, FOREVER WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS WHATSOEVER.

THE SAID PARTY OF THE FIRST PART DOES FURTHER COVENANT AND AGREE TO AND WITH THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS, THAT NEITHER HE, NOR HIS HEIRS, EXECUTORS AND ADMINISTRATORS OR ASSIGNS WILL ENTER INTO ANY LEASE OR ANY AGREEMENT FOR THE LEASING OF SAID PROPERTY WHILE THIS MORTGAGE REMAINS UNPAID WITHOUT THE WRITTEN CONSENT OF THE SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTE OF THIS MORTGAGE, SAID PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT THE COURT SHALL ADJUDGE REASONABLE 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, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HIS 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, 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.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.