

THENCE EAST DISTANT 10 FT. FROM AND PARALLEL TO THE S. LINE OF SAID E $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF SEC. 10 TO W. LINE OF 1 ACRE TRACT CONVEYED BY FRED LUTHY AND WIFE TO CHARLES ROSENKRANZ AS PER DEED RECORDED BOOK 1 AT PAGE 278; RUNNING THENCE S. ALONG W. LINE OF SAID 1 ACRE TRACT TO THE SAID S. LINE OF THE E $\frac{1}{2}$ OF SW $\frac{1}{4}$ OF SAID SEC. 10; RUNNING THENCE W. TO THE POINT OF BEGINNING; THE PARTY OF THE FIRST PART ALSO SELLS, CONVEYS, TRANSFERS AND ASSIGNS UNTO THE PARTY OF THE SECOND PART ALL RIGHTS RESERVED UNDER THE ABOVE MENTIONED DEED TO THE NORTHWESTERN ELECTRIC COMPANY AND TRANSFERRED TO CALVIN PHILIPS BY GERALD EDWIN BEEBE AND MARY LIVINGSTONE BEEBE, HUSBAND AND WIFE, UNDER DEED DATED OCTOBER 7TH, 1912.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

TO HAVE AND TO HOLD THE ABOVE GRANTED PREMISES, UNTO THE SAID PARTY OF THE SECOND PART AND TO ITS SUCCESSORS AND ASSIGNS FOREVER.

AND THE SAID PARTY OF THE FIRST PART, FOR HIMSELF, AND FOR HIS HEIRS, EXECUTORS AND ADMINISTRATORS, DOES BY THESE PRESENTS COVENANT THAT HE IS THE OWNER IN FEE SIMPLE ABSOLUTE OF ALL AND SINGULAR THE ABOVE GRANTED AND DESCRIBED PREMISES AND APPURTENANCES; THAT HE HAS GOOD AND LAWFUL RIGHT TO SELL AND CONVEY THE SAME.

THIS CONVEYANCE IS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF FIFTY-FIVE HUNDRED AND NO/100 (\$5500.00) DOLLARS, TOGETHER WITH INTEREST THEREON AT THE RATE OF EIGHT 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 HENRY K. LOVE, A BACHELOR, PAYABLE ON OR BEFORE TWO YEARS AFTER DATE, INTEREST PAYABLE SEMI-ANNUALLY, TO THE ORDER OF THE 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 MORTGAGOR, HIS 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 AND 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 AND ASSIGNS MAY BE OBLIGED TO MAKE FOR ITS 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, SUCCESSORS OR ASSIGNS, THAT IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THAT THE PARTY OF THE SECOND PART, ITS SUCCESSORS