

ALL THAT PIECE OR PARCEL OF LAND KNOWN AS "ROCK CREEK ISLAND" SITUATE IN AND BEING A PART OF THE DANIEL BAUGHMAN D.L.C. IN SEC 1 TP 2 N R 7 E. W.M. CONTAINING 15 ACRES MORE OR LESS.

ALSO ALL THAT PART OF THE EASTERLY HALF OF THE DANIEL BAUGHMAN D.L.C. IN SEC 1 TP 2 N R 7 E. W.M. LYING WEST OF, AND ADJOINING THE SAID ROCK CREEK ISLAND AND SOUTH OF THE S. P. & S. RAILWAY RIGHT OF WAY AS NOW LOCATED CONTAINING 20.67 ACRES MORE OR LESS.

EXCEPTING, FROM THE TRACT OF LAND FIRST ABOVE DESCRIBED THE RIGHT OF WAY OF THE S. P. & S. RY AS NOW LOCATED.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-UNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF FIFTEEN HUNDRED AND NO/100 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 DATE APRIL 4TH, 1925, MADE BY FLOYD MCKELVEY AND MYRTLE MCKELVEY, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF MYRTLE ATTWELL 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, HER HEIRS, EXECUTORS, ADMINISTRATORS 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 HEREBY 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, HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT THE COURT MAY 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, HER HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HER OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

THE PARTIES OF THE FIRST PART AGREE TO KEEP THE PROPERTY INSURED IN THE SUM OF \$1000.00, PAYABLE TO THE PARTY OF THE SECOND PART AS HER INTERESTS MAY APPEAR.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, HER 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 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

H. M. COX

MARGARET SEGO

FLOYD MCKELVEY (SEAL)

MYRTLE MCKELVEY (SEAL)

I hereby cancel this mortgage this 1st day of April 1927th  
sum of \$1500.00 paid and discharged

By S. C. Chesser auditor Myrtle McKelvey  
Myrtle McKelvey  
Defendant