

AND ISSUES THEREFROM AND THE RIGHT TO COLLECT THE SAME AND CREDIT THE AMOUNT ^{THEREOF} UPON THIS MORTGAGE AND THE NOTE HEREBY SECURED.

2. ALSO COMMENCING AT A POINT 66 RODS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 TOWNSHIP 3 NORTH OF RANGE 8 EAST OF W.M., THENCE WEST 24 RODS, THENCE NORTH 20 RODS, THENCE EAST 24 RODS, THENCE SOUTH 20 RODS TO THE PLACE OF BEGINNING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THREE THOUSAND EIGHT HUNDRED AND NO/100 (\$3800.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES TOGETHER WITH INTEREST THEREON AT THE RATE OF TWELVE 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 FELICITE ST. MARTIN, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W.A. ARNOLD, FRANK A. WACHTER AND ALEX McKEIGHAN 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, THEN THE SAID PARTIES OF THE SECOND PART, THEIR 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 PARTIES OF THE FIRST PART COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT THEY ARE THE OWNERS IN FEE SIMPLE OF THE ABOVE CONVEYED INTEREST IN AND TO SAID PROPERTY; THAT THE SAME IS FREE AND CLEAR OF ALL INCUMBRANCES WHATSOEVER EXCEPT MORTGAGES HERETOFORE GIVEN TO PARTIES OF THE SECOND PART THAT THEY HAVE GOOD RIGHT TO SELL AND CONVEY THE SAME AND THAT THEY WILL AND THEIR HEIRS, EXECUTORS AND ADMINISTRATORS SHALL, FOREVER WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS WHATSOEVER.

THE SAID PARTIES OF THE FIRST PART DO FURTHER COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, AND ASSIGNS, THAT NEITHER THEY, NOR THEIR HEIRS, EXECUTORS AND ADMINISTRATORS OR ASSIGNS WILL ENTER INTO ANY LEASE OR ANY AGREEMENT FOR THE LEASING OF SAID PROPERTY OR FOR THE USE OF THE WATER FROM SAID SPRINGS OR FOR THE TAKING OF ANY OF THE WATER OF SAID SPRINGS FROM THE ABOVE DESCRIBED REAL PROPERTY WHILE THIS MORTGAGE REMAINS UNPAID WITHOUT THE WRITTEN CONSENT OF THE SAID PARTIES OF THE SECOND PART, THEIR 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 OR THIS MORTGAGE, SAID PARTIES OF THE SECOND PART, THEIR 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 PAYMENT WHICH SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR THEIR 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON