

FORE CONVEYED FOR ROAD AND HIGHWAY PURPOSES BY DEED DATED DECEMBER 28, 1907, AND RECORDED AT PAGE 62 OF BOOK "L" OF THE DEED RECORDS OF SAID COUNTY.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WISE APPERTAINING, INCLUDING DOWER AND CLAIM OF DOWER AND HOMESTEAD AND RIGHT OF HOMESTEAD, WATER RIGHTS, WATER DITCHES, WATER EASEMENTS AND OTHER EASEMENTS. TO HAVE AND TO HOLD THE SAME WITH THE APPURTENANCES UNTO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER.

AS FURTHER ASSURANCE OF THE TITLE TO THE PROPERTY HEREBY MORTGAGED AND AS SECURITY FOR SAID LOAN, THE MORTGAGORS DO HEREBY COVENANT TO AND WITH THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS AS FOLLOWS:

FIRST. THAT THE MORTGAGORS HAVE A VALID AND UNINCUMBERED TITLE IN FEE SIMPLE TO THE PROPERTY HEREBY MORTGAGED AND GOOD RIGHT AND LAWFUL AUTHORITY TO CONVEY AND MORTGAGE THE SAME, AND THAT THE MORTGAGORS WILL NOT SUFFER NOR PERMIT SAID MORTGAGED PROPERTY, OR ANY PART THEREOF, TO BECOME SUBJECT TO ANY FUTURE DEFECT OR FAILURE OF TITLE, OR TO ANY LIEN OR ENCUMBRANCE THAT MAY HAVE PRECEDENCE OVER THE LIEN OF THIS MORTGAGE, AND THAT THE MORTGAGORS WILL WARRANT AND DEFEND THE SAID TITLE UNTO THE MORTGAGEE, AND UNTO ITS SUCCESSORS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER.

SECOND. THAT THE MORTGAGORS WILL PROMPTLY PAY AT MATURITY THE MORTGAGE DEBT AND INTEREST HEREBY SECURED, WHICH MORTGAGE DEBT AND INTEREST ARE EVIDENCED BY:

ONE CERTAIN PRINCIPAL NOTE OF THE MORTGAGORS FOR THE SUM OF FORTY FIVE HUNDRED AND NO/100 DOLLARS (\$4500.00) AND NUMBERED 3709, TOGETHER WITH INTEREST COUPON NOTES OF THE MORTGAGORS THERETO ATTACHED; EACH AND ALL OF SAID PRINCIPAL AND COUPON NOTES BEARING DATE OF THE FIRST DAY OF JUNE 1926, AND PAYABLE TO THE MORTGAGEE ACCORDING TO THE PROVISIONS THEREOF.

THIRD. THAT THE MORTGAGORS WILL PAY ALL TAXES AND ASSESSMENTS WHICH MAY BE LEVIED OR ASSESSED TO OR AGAINST THE MORTGAGED PROPERTY, OR ANY PART THEREOF, OR TO OR AGAINST THE HOLDER OF SAID NOTES, OR ANY THEREOF, ON ACCOUNT OF SAID NOTES, AT LEAST TEN DAYS BEFORE SAID TAXES OR ASSESSMENTS SHALL BECOME DELINQUENT.

FOURTH. THAT THE MORTGAGORS WILL CAUSE THE BUILDINGS ON SAID MORTGAGED PROPERTY TO BE INSURED AND BE KEPT INSURED AGAINST LOSS BY FIRE IN THE SUM OF TWENTY FIVE HUNDRED AND NO/100 DOLLARS (\$2500.00) IN A COMPANY OR COMPANIES DESIGNATED OR APPROVED BY THE MORTGAGEE FOR THE USE AND BENEFIT OF THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, AND WILL CAUSE THE INSURANCE POLICIES TO BE DEPOSITED WITH THE MORTGAGEE AND WILL PAY THE PREMIUMS UPON SAID INSURANCE POLICIES AS THE SAME SHALL MATURE.

FIFTH. THAT, SHOULD THE MORTGAGORS FAIL TO PAY ANY TAXES, ASSESSMENTS, INSURANCE PREMIUMS OR OTHER CHARGES, AS THEY HEREIN COVENANT TO PAY, OR SUFFER THE MORTGAGED PROPERTY, OR ANY PART THEREOF, TO BECOME SUBJECT TO ANY LIENS OR ENCUMBRANCES HAVING PRECEDENCE OVER THIS MORTGAGE, THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, MAY, AT ITS OPTION, MAKE PAYMENT THEREOF, AND THE AMOUNT SO PAID, WITH INTEREST THEREON AT THE RATE OF TEN PER CENTUM SHALL BE ADDED TO AND BECOME A PART OF THE DEBT SECURED BY THIS MORTGAGE, WITHOUT WAIVER, HOWEVER, OF ANY RIGHTS OF SAID MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, ARISING FROM SUCH BREACH OF ANY OF SAID COVENANTS.

SIXTH. THAT IN CASE OF AN ACTION BEING COMMENCED TO FORECLOSE THIS MORTGAGE UNDER ANY OF ITS PROVISIONS ON FILING THE COMPLAINT FOR SUCH FORECLOSURE, OR AT ANY TIME THEREAFTER, UPON MOTION OF THE PLAINTIFF THEREIN, A RECEIVER SHALL BE APPOINTED TO