

SUBORDINATION OF REVERSION CLAUSE

WHEREAS, in the deed of H. L. Baumgardner, Trustee, to Rowena W. Hall and McLain Hall dated October 9, 1956 to be recorded of even date of this mortgage, there was included in said deed a clause in the form of a reversion clause whereby upon violation of the conditions subsequent by Rowena W. Hall and McLain Hall said property would revert to H. L. Baumgardner as Trustee, said condition being that Rowena W. Hall and McLain Hall would place on said property described herein in this mortgage a pre-fab lakeside cottage for demonstration purposes for a period of 5 years and maintain throughout the 5 year period some suitable house of construction similar to that of the pre-fab.

NOW, THEREFORE, In order to permit Rowena W. Hall and McLain Hall to finance the acquisition of said lot and lakeside cottage by the giving to Mr. D. E. Galway a first mortgage upon said premises free of any prior liens, encumbrances or reversion clauses or conditions subsequent,

NOW, THEREFORE, H. L. Baumgardner, Trustee, do hereby subordinate said reversion clause contained in said deed above mentioned unto the rights of the mortgagee herein, D. E. Galway, in order that said D. E. Galway may have a first mortgage over said premises and that in order that his first mortgage shall not be impaired by the operation of said reversion clause; it being understood and agreed that as long as this mortgage to D. E. Galway remains unpaid in whole or in part, said reversion clause shall not take effect and shall not operate so as to impair the lien of said mortgage, but upon payment of said mortgage, said reversion clause shall again be operative for the period of time specified therein; it is further understood and agreed that the violation of said condition subsequent or reversion clause by Rowena W. Hall and McLain Hall during the life period of this mortgage shall not cause the same to revert as specified in said deed but said mortgage shall remain in full force and effect as a valid first lien until paid in full, and until said mortgage is paid in full said reversion clause and condition subsequent will be held in abeyance.

WITNESS my hand and seal this the 23 day of October, 1956.

In the presence of:

Ann M. Gassett

H. L. Baumgardner, Trustee
(L.S.)
H. L. Baumgardner, Trustee

D. E. Galway

(See probate on Page 4)

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

D. E. Galway, his

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagor, agree to insure the house and buildings on said land for not less than _____ Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.