

purchase price for said property, and is a purchase money mortgage.

This is a first mortgage over the above described property, and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

It is understood and agreed that the failure of the mortgagee or to pay any installment of taxes, public assessments or insurance premiums, when due, shall constitute a default, and that the mortgagee may, at her option, foreclose this mortgage or pay said items and add the same so paid to the principal amount of the debt, and they shall bear interest at the same rate.

However, it is understood and agreed that, if at or after Three (3) years from the date hereof, Mortgagee desires that Mortgagor pay in full the balance of the indebtedness then owing and unpaid on this said Note and Mortgage, then the Mortgagor agrees to so do: PROVIDED, (1) that Mortgagee shall give to the Mortgagor, Thirty (30) days notice, in writing, in advance of such requirement; (2) that the Mortgagee allow Mortgagor, Ninety (90) days after such notice, in which to complete by refinancing by a new loan on First Note and Mortgage over the said property, from another source; (3) that Mortgagee shall accept, in part, such funds, in cash, as Mortgagor may be able to obtain by a First Note and Mortgage over the property, and accept, in part, that is, for the balance of the then owing and unpaid indebtedness, the Note and Second Mortgage of Mortgagor herein, over the property, for such amount as may be required for such balance, to be payable in equal monthly installments such that the combined monthly installments on both said First and Second Notes and Mortgages would not exceed the sum of \$79.53, and at not to exceed Six (6%) per cent. interest; and (4) should the Mortgagor herein be unable to so refinance as aforesaid, and as would be satisfactory to the Mortgagee herein, then this said Note and Mortgage to continue in full force and effect.

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 Sarah P. Fay, her

Heirs and Assigns forever. And I do hereby bind myself, my

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Sarah P. Fay, her

Heirs and Assigns, from and against myself and my

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.