

encumbrances over or against same prior to this mortgage.

This mortgage is given to secure the payment of a part of the purchase price for said property and is a purchase money mortgage.

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 **H.W. Smith, 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 **H. W. Smith, his**  
Heirs and Assigns, from and against **ourselves and our**  
Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or  
to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not  
less than \_\_\_\_\_ Dollars  
in a company or companies satisfactory to the mortgagee, and keep the same insured from loss  
or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event  
that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same  
to be insured in \_\_\_\_\_ name and reimburse  
for the premium and expense of such insurance under this mortgage, with interest.