

To All Whom These Presents May Concern:

I, **Elbert Foster**

SEND GREETING:

Whereas, I, the said **Elbert Foster**
in and by **my** certain **Promissory** note in writing, of even date with these
Presents, **am** well and truly indebted to **B. P. Edwards**

in the full and just sum of **One Thousand Nine Hundred and Eighty Dollars and No/100-----**

, to be paid **one year** from the date of these presents, also the sum
of **Twenty Dollars** per month payable on the 1st. day of each successive month from the
of these presents is to be paid on the above stated amount during this said year and
it is understood and agreed that the failure on the part of the mortgagor to comply
with any one of said monthly payments shall render the entire amount or balance due and
payable immediately thereafter, with interest from date at the rate of **7% per cent, annum**
payable annually, with interest thereon from Date

The entire amount to be paid **one year** from date.
at the rate of **7%** per centum per annum, to be computed and paid **Annually**

until paid in full; all interest not paid when due to bear
interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid,
the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who
may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the
hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof
necessary for the protection of his interests to place and the holder should place the said note or this mortgage
in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises
to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to
the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said ~~##~~ **Elbert Foster**

, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said **B. P. Edwards**
according to the terms of the said note, and also in
consideration of the further sum of **Three Dollars**, to **me**, the said **Elbert Foster**
, in hand well and truly paid by the said **B. P. Edwards**

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,
sold and released, and by these Presents do grant, bargain, sell and release unto the said **B. P. Edwards**

**All that certain piece, parcel or lot of land situate, lying and being in said
state and county, Chicks Springs Township and being bounded by lands of Kirbie Bridwell
and Mrs. Pearle Bridges Bridwell on the South and by lands of the grantor on the west
North and east and having the following metes and bounds to wit.**

**Beginning at a large stone on Mrs. Pearle Bridges Bridwell line and running thence
N 57 E 4.57 chains to iron pin 3X11M on other, lands of the grantor, thence S 25 E
4.36 chains to iron pin near Simon Foster's Barn, Thence S 30 1/2 W 3.96 Chains to iron pin
on little road leading from highway to grantor's home; Thence N 33 W 2.31 chains to an
old decaying oak stump joint corner of the grantor, Kirbie Bridwell and Mrs. Pearl
Bridges Bridwell; Thence N 40 1/2 W. 3.26 chains to beginning corner and containing two
acres, more or less according to survey for said land made by J. Earle Freeman on
November 22, 1941 This being all of the same tract of land conveyed to me by Simon
Foster on the 17, day of January 1942.**

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 **B. P. Edwards** his
Heirs and Assigns forever. And I do hereby bind my self
and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said
Premises unto the said **B. P. Edwards** his

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