

and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

This mortgage is given to secure funds with which to pay a part of the purchase price for said property, same are actually so being used and for no other purpose, and this mortgage is a purchase money mortgage.

It is understood and agreed that the failure of the mortgagor to pay any installment of taxes, public assessments or insurance premiums, when due, shall constitute a default, and that the mortgagee may, at his 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.

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 **John C. Henry, his**

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 **John C. Henry, his**

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.