

MORTGAGE

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WHEREAS I (we) Thomas W. & Bobbie S. Trickey (hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing date herewith, stand firmly held and bound unto Agent Blue Park Inc. (hereinafter also styled the mortgagee) in the sum of

\$12,840.24, payable in 84 1/2 equal installments of \$152.86 each, commencing on the

15th day of May 1978, and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Consumer Credit Contract, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagor, lawfully claiming, or to establish the validity, parts, the right whereof is hereby acknowledged, have granted, bargained,

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said contract in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagor(s) his (their) heirs, successors or assigns, may effect such insurance and reimburse themselves under this Mortgage for the expense. PAID AND SATISFIED IN FULL. 8965

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and other assessments on said premises when the same shall first become payable, or if they shall fail to pay all interest thereon, or if they shall fail to pay all costs and expenses incurred by the said mortgagee, or the said mortgagee, its (his) heirs, successors or assigns, in the collection of the same, or if they shall fail to pay all FINANCE CHARGE thereon, or the costs incurred therein, and reimburse themselves under this Mortgage for the same, PAID AND SATISFIED IN FULL.

AND IT IS AGREED, by and between the said parties, that upon or before the date of the final payment of the said contract, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder. 1125

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, or his (their) heirs, successors, or assigns according to the conditions and agreements of the said contract, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said contract and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 10th day of February 1978

Signed, sealed and delivered in the presence of

3 WITNESS Peter Hinman

1 WITNESS Yvonne Autelle

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