

Notice is hereby given by the obligor to the obligees that, on April 1st, 1914, the obligor executed and delivered to Markley Realty Company a mortgage upon the property hereinabove described to secure an indebtedness of Twenty-three Thousand, Six hundred and twenty-five (\$23,625.00) Dollars, payable according to four (4) notes given at the same time and payable as follows: Two Thousand, Six Hundred and Twenty-five (\$2,625.00) Dollars on or before April 1st 1915; Two Thousand, Six hundred and twenty-five (\$2,625.00) Dollars on or before April 1st, 1916; Nine Thousand, One hundred and eighty-seven and 50/100 (\$9,187.50) Dollars on or before April 1st, 1917; Nine thousand, One hundred and eighty-seven and 50/100 (\$9,187.50) Dollars on or before April 1st, 1918. All of said notes bear interest from their date at the rate of Seven (7) per cent., Per annum until paid, interest to be computed and paid semi-annually and, if unpaid when due, to bear interest at the same rate as the principal until paid; and all of said notes containing the promise and agreement to pay ten (10) per cent., of the whole amount due for attorney's fees, if suit be filed and said notes collected through legal proceedings. In case of default on the part of said obligor in meeting said payments to the Markley Realty Company, the obligees are hereby authorized to make such payments, and all of such payments shall be considered as credits on their said note for Twenty-five Thousand, Five Hundred (\$25,500.00) as aforesaid.

The Obligees have agreed and are to carry not less than Twelve Thousand (\$12,000.00) Dollars insurance on the improvements located on the property hereinabove described, and to pay all premiums thereon; and said obligees also agree to pay all taxes on said property from March 3rd, 1914, the taxes for the present year, however, to be prorated between the obligor and the obligee as of March 3rd 1914.

In case of default in the payment of any insurance premiums for fire insurance upon the improvements on the property above described, or in case of default in the payment of any taxes on said property by said obligees as the same fall due; or in case of default in the payment of any interest on said note of Twenty-five Thousand, Five hundred (\$25,500.00) dollars given in connection herewith, then at the option of the obligor, his heirs or assigns, the said note of Twenty-five Thousand, Five hundred (\$25,500.00) shall become due and payable at once, anything in said note or in said contract of March 3rd, 1914 to the contrary notwithstanding; and said obligor may proceed to collect the same as though it were due by lapse of time; provided, however, the obligor shall have carried out the terms and conditions of the mortgage given by him to the Markley Realty Company, and shall have kept up all payments of principal and interest due under said mortgage. The said note of Twenty-five Thousand, Five hundred (\$25,500.00) Dollars hereinabove referred to as representing the balance of the purchase money due for the property hereinabove described as a joint and several obligation, but it is understood and agreed that the interest under this Bond for Title and in the property hereinabove described of each of the obligees herein is as follows:

D. F. Jack, a two-fifths interest;

C. E. Whitney, a one fifth interest;

Martin & Garrett, a firm as aforesaid, a one-fifth interest;

Maxwell Bros., a firm as aforesaid, a one-fifth interest-;

Nothing herein contained, however, shall be construed to mean that the obligees are liable to the obligor only to this extent and in the above stated proportion, but it is understood and agreed that their obligation is joint and several so far as relates to the obligor and his rights hereunder; and said obligor recognizes the assignment by the said Lorick and Vaiden to D. F. Jack, -