

BEING the same land that was conveyed off by said Asbury M. Fuss and Carrie V. Fuss, his wife, to Beecher L. Ohler and Irene Ohler, his wife, by deed dated September 26, 1913, and recorded among the land records of said county in Book 308, page 343.

Tract No. 2: BEGINNING at a stone planted on the north side of the State Road and running with the land of William B. and John Allison, S. 6  $\frac{3}{4}$ ° east 153 ps. to a stone formerly planted at the corner of the lands of J. Emory Ohler and Edward Hobbs, thence with the said land of Edward Hobbs, S. 85  $\frac{3}{4}$  degrees west 27.4 ps. to a stake, thence 78 $\frac{1}{2}$ ° west 3  $\frac{3}{4}$  ps. to an oak tree thence with a dividing line now run with variations to make the corner course conform with the other lines which are original ones, N. 2 $\frac{1}{2}$ ° west 107.4 ps. to a stone planted at corner of the land of Joshua T. Gillelan and with his land north 22 $\frac{1}{2}$ ° east 48 ps. to the beginning, containing 21 $\frac{1}{2}$  acres and 27 ps. of land, more or less.

BEING the same land that was conveyed off by said Asbury M. Fuss and Carrie V. Fuss, his wife, to Ernest Dubel and Bruck J. Dubel, his wife, by deed dated April 3, 1919, and recorded among the land records of said county in Book 328, page 283.

LEAVING a residue of 119 acres, 2 rods and 39 square perches of land hereby conveyed.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

For a further description of the land hereby conveyed, reference is made to the application of said mortgagor for this loan and to the abstract of title made by the bonded abstractor and all correspondence which are the basis of this loan.

This mortgage is subject to all conveyances and reservations of sub-surface rights and of easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns, shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect.

This mortgage is made to said Bank as a federal land bank doing business under an act of the Congress of the United States of America known as The Federal Farm Loan Act, and amendments thereof and is to be in all respects subject to and governed by the terms and provisions thereof; provided, however, that in lieu of the provision therein in regard to payments on the loan after the expiration of the five year period, it is understood and agreed that after five years from the date of this mortgage, said Mortgagor may upon any regular instalment payment date make any number of full instalment payments on account of the principal of this loan, or pay the entire amount then due. Such additional instalment payments so made, if any, shall not reduce thereafter the periodical instalment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated instalment payments applicable to interest and increasing the percentage applicable to principal.

Said Mortgagor covenants that he will warrant generally the property hereby conveyed; that he has a good right to convey the same; that the same is free from all incumbrances; that he will execute such further assurances of said land as may be requisite; that he will pay or cause to be paid said principal sum and all accrued interest thereon at the times and in the manner herein provided for; that as to all such instalment payments that may not be paid when due he will pay interest thereon from the date of maturity until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum; that he will pay when due all taxes, assessments, public dues and charges now or hereafter to be levied or assessed on said property and will forthwith send to said Bank his receipts for such payments; that he will during the life of this mortgage keep insured to the satisfaction of said Bank and of The Federal Farm Loan Board in the amount of at least \$3000.00 all buildings on said land the value of which was a factor in determining the amount of said loan