

and secure to her the sums so advanced for him, or in payment of his debts, and the more especially, as his wife, by her deed of the same date, had pledged to the said Neale and Lockett, for the payment of the debt thereby secured, her whole undivided interest in the real estate of her father. The deed then proceeds to declare that the property thereby conveyed, is mortgaged to Neale and Lockett, to secure them the full payment of said debt, together with all lawful costs, charges, interest, and commissions; and that after such payment, they (the grantees) should hold and retain, or convey to such person or persons as the said Heloise Smith, by writing signed by her, may direct and appoint, to and for her sole and separate use.

The deed, marked Exhibit B, is executed by Smith and his wife. It recites the indebtedness of Smith, the husband, to Neale and Lockett, in the sum mentioned in the mortgage already referred to, the execution of that mortgage, the provision for the benefit of the wife; and that the execution of this deed by the husband and wife was one of the considerations upon which the deed of the husband was executed; and then says that "in consideration of the premises and of one dollar to them paid," they, Smith and wife, "have granted, &c., and by these presents do grant, &c., to the said Neale and Lockett, their heirs and assigns, all the undivided one-fourth part or interest of the said Heloise, in and to the real estate of her father, Notley Young, deceased;" "to have and to hold to them, the said Neale and Lockett, their heirs, &c., for ever, with full power to take and receive any notes, bonds, securities, or otherwise, which may or might otherwise belong, or be executed to said Heloise, or for her benefit, from or on account of any sale, division, or other lawful disposition of said property in settlement of said deceased's estate;" "provided that if the said debt, as aforesaid, shall be paid or satisfied with all costs, charges, and lawful commissions which may arise thereon, before such payment or satisfaction, &c., then these presents shall be void, otherwise to be and remain in full force and effect."

After the sale of the estate of Notley Young, the mortgagees,