

CHAPTER 4.

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MORTGAGES.

102. A mortgage to secure the payment of money may be made in the following form or to the like effect Forms of mortgage.

This mortgage made this _____ day of _____ by _____ witnesseth, that in consideration of the sum of _____ dollars with interest thereon from _____, now due from _____ to _____, the said _____ doth grant unto the said _____ [here describe property] *Provided*, that if the said _____ shall pay, on or before the _____ day of _____, to the said _____ the sum of _____ dollars, with the interest thereon from _____ then this mortgage shall be void.

Witness my hand and seal.

[Seal.]

103. A mortgage made in the above form or to the like effect, shall be construed and deemed a good and sufficient mortgage for the purposes therein specified. Construed.

104. Any covenant, proviso, limitation or restriction allowed by law, may be added, annexed to or introduced into the foregoing form. Covenants, &c may be added.

105. When in a mortgage the words, "the said _____ covenants" are used, such covenant shall have the same effect as if it was expressed to be by the covenantor for himself, personal representatives and heirs, and shall be deemed to be with the covenantee, his heirs, personal representatives and assigns. Effect.

106. A covenant by a mortgagor, that he will pay the aforesaid money, shall be construed and have the same effect as if the mortgagor had covenanted, that he, his heirs, executors and administrators shall well and truly pay or cause to be paid unto the said _____ [the mortgagee] his executors, administrators, heirs or assigns, the said sum of _____ dollars with interest for the same, at such times and after such manner as hereinbefore set forth and agreed for the payment thereof. Construed.