

Default of payment.

107. A covenant by a mortgagor, that in default of payment the said [the mortgagee] may enter, shall be construed and have the same effect as if the mortgagor had covenanted, that if default shall be made in the payment of the sum _____ dollars with interest or any part thereof, at the times or in the manner aforesaid, then and from thence forth it shall and may be lawful for the said [the mortgagee] his heirs assigns, to enter into and upon the said land and premiss hereby granted and released or intended so to be, with the appurtenances and every part and parcel thereof to have, hold possess and enjoy the same and receive and take the rents, issues, profits, crops and produce thereof, and of every part thereof to and for the use and benefit of the said [the mortgagee,] his, heirs and assigns, without any lawful let, suit, interruption, disturbance, claim or demand whatever from or by the said [mortgagor] his heirs or any other person or persons whatsoever.

Provisoes.

108. In a mortgage the following proviso; "*Provided*, that until default of payment, the said [the mortgagor] shall possess the premises;" shall be construed and have the same effect as if the following proviso had been therein inserted; "*Provided always*, that until default is made in the payment of the said sum of _____

_____ dollars and interest, or some part thereof it shall and may be lawful for the said [the mortgagor] his heirs, executors and administrators to hold and enjoy the said land and premises hereby granted and released or intended and meant to be so with all appurtenances thereto, and the rents, issues, profits and produce thereof to take and receive to his or their own use without any suit, interruption, disturbance, claim or demand whatsoever of, from or by the said [the mortgagee] his heirs or assigns or any person or persons lawfully claiming by from or under them.

Rules.

109. The rules herein before prescribed, as to the acknowledgment and recording of deeds [except so far as they may be altered by this chapter,] shall apply to mortgages, and no additional act or ceremony whatever shall be necessary.

Words.

110. In the certificate of acknowledgment of a mortgage, the word mortgage may be used instead of deed.

Take effect from time recorded.

111. Every mortgage, except as between the parties thereto, shall take effect only from the time it is recorded, without any reference to its date.

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