tenances thereto belonging or in any wise appertaining. To have and to hold the same unto the said Barnhart Brothers & Spindler their successors and assigns to them and their sole use forever. And the said parties of the first part for themselves and their heirs, executors and administrators do covenant and agree with the said Barnhart Brothers & Spindler their successors and assigns, that they are lawfully possessed of the said goods and chattels, as of their own property; that the same are free from all incumbrances; that they will and their heirs, executors and administrators, shall warrant and defend the same unto the said party of the second part their successors and assigns, against the lawful claims and demands of all persons, and that they will keep the said goods and chattels insured against loss by fire for the full insurable value thereof in such companies as the holder of the notes hereinafter mentined may direct, and make the loss, if any, payable to and deposit the policies with, the holder of said notes as further security for indebtedness hereinafter mentioned. Provided, Nevertheless, That if the said parties of the first part, their heirs, executors, administrators or assigns shall well and truly pay or cause to be paid unto the said Barnhart Brothers & Spindler their successors or assigns twenty-three certain promissory notes, of even date herewith, payable to the order of said Barnhart Brothers & Spindler, the first twenty two notes for Fifty Dollars each and the last note for Fifty three & 30/100 Dollars, payable in one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen nineteen, twenty, twenty one, twenty two and twenty three months from date respectively, said notes bearing interest at the rate of six per cent per annum from date. Value received. Then and from thenceforth these presents and everything therein contained shall cease and be null and void. This mortgage and the indebtedness secured thereby is given for a part of purchase money of the above described property. And provided, also, that it shall be lawful for the said party of the first part, their executors, administrators and assigns, to retain possession of the said goods and chattels, and at their own expense to keep and use the same until they or their executors, administrators or assigns shall make default in the payment of said sum of money above specified, either in principal or interest, at the time & times and in the manner hereinbefore stated

and the said party of the first part, hereby Covenant and that in case default shall be made in the payment of any & either of the notes aforesaid, & any part thereof, & the interest therein, & any part thereof, on the day & days respectively on which the same & any part shall become due and payable; & if the party of the second part, their successors & assigns, shall feel themselves insecure & unsafe, & shall fear diminution, removal & waste for want of proper care of said property; & if the party of the first part shall sell & assign, & attempt to assign, the said goods and chattels, & any part thereof, & any interest therein, & if any writ issued from any Court, & by any Justice of the Peace, & any distress warrant shall be levied on said goods and chattels, & any part thereof, & if the party of the first part, shall fail & neglect to keep the property insured for the further security of the party of the second part, and to deposit the policies as aforesaid; then and in any & either of the aforesaid cases, all of said notes and sums of money, both principal and interest, shall, at the option of the party of the second part, their successors & assigns, without notice of said option to any one, become at once due and payable, anything in said notes & in this mortgage to the contrary notwithstanding; and the party of the second part their successors & assigns, & any of them, shall thereupon have the right to take immediate and exclusive possession of said property, and every part thereof, and for that purpose may pursue the same & any part thereof, wherever it may be found, and also enter any part of the premises of the said party of the first part, with & without force & process of law, wherever the said goods & chattels may be, & be supposed to be, and search for the same, and if found, to take possession of and remove and sell, and dispose of said property, & any part thereof, at public auction to the highest bidder, after giving ten days notice of the time, place and terms of sale, together with a description of the property to be sold, either by publication in some newspaper in said County of Davidson & by similar notices posted up in three public places in the vicinity of such sale, & at private sale, with & without notice, for cash & on credit, as the said Barnhart Brothers & Spindler, their successors & assigns, agents & attorneys, & any of them, may elect, at any which sale at auction