

Prepared by and Return to:

File No. _____

LabelParcelIDNo _____

Prepared by:

File No. _____

Return to:

Premises:

LabelParcelIDNo _____

This Indenture

Made the _____ **day of** _____, _____

Between _____

(hereinafter called the Mortgagor), of the one part, and

(hereinafter called the Mortgagee), of the other part

Whereas, the Mortgagor, in and by a certain Obligation or Writing, obligatory under the hand and seal of the Mortgagor, duly executed, bearing even date herewith, stands firmly bound unto the Mortgagee in the sum of

_____ (\$_____),

lawful money of the United States of America, conditioned for the payment to the Mortgagee of the just sum of

_____ (\$_____),

without any fraud or further delay; and further conditioned to keep and maintain at all times, until the full discharge of the said Obligation, a fire insurance policy or policies, with extended coverage endorsement, in good and approved company or companies, duly assigned as collateral security to the Mortgagee, to an amount not less than

_____ (\$_____),

in form, as shall be required and be satisfactory to Mortgagee, upon the buildings on the premises hereinafter described; and further for the production to the Mortgagee, on or before the ___ day of _____ of each and every year, of receipts for all taxes, water rents and sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; and shall keep and maintain the mortgaged premises in good condition and repair and shall not cause any structural or material change to be made without first having secured the approval, in writing, of the Mortgagee;

Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of said principal sum or any balance thereof at maturity, or of an installment of principal and of interest as aforesaid, for the space of _____ days after such payment thereof shall fall due; or, in the prompt and punctual maintenance of fire insurance with extended coverage so assigned as aforesaid; or, in the production to the Mortgagee, on or before the ___ day of _____ of each and every year, of receipts for such taxes, water rents and sewer rents of the current year assessed upon the premises mortgaged and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; or, shall fail to keep and maintain the mortgaged premises in good condition and repair, or, without written approval shall cause a structural or material change to be made: then and in such case the whole principal debt aforesaid or so much thereof as shall then remain unpaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt, or all unpaid installments thereof and all interest thereon, may be enforced and recovered at once. Anything therein contained to the contrary notwithstanding; that thereupon a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a Complaint or any other legal proceeding is properly filed, based upon this Indenture of Mortgage, that an attorney's commission for collection viz: Five percent of the indebtedness or Two Hundred Dollars, whichever is the larger amount, shall be payable, and shall be recovered in addition to all principal and interest besides costs of suit, as in and by the said recited Obligation as for and in consideration thereof, relation being thereunto had, may more fully and at large appear.

Now this Indenture witnesseth, that the Mortgagor, as well for and in consideration of the aforesaid debt or principal sum of _____ (\$_____), and for the better securing the payment of the same, with interest as aforesaid unto the Mortgagee, in discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar unto the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the Mortgagee,

See attached Schedule A

Together with all and singular the Buildings, Streets, Alleys, Passages, Ways, Water-courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said Lot or piece of Ground above described, with the Messuage or Tenement thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the Mortgagee, to and for the only proper use and behoof of the Mortgagee.

Provided always, nevertheless, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, the aforesaid debt or principal sum or balance of principal sum at maturity, or of said principal sum in installments on the days and times hereinbefore mentioned and appointed for payment of the same, together with interest as aforesaid, and shall produce to the Mortgagee, on or before the ____ day of _____ of each and every year, receipts for all taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby and shall keep and maintain said fire insurance with extended coverage so assigned as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep and maintain the mortgaged premises in good condition and repair, then, and from thenceforth, as well this present **Indenture** and the estate hereby granted, as the said recited Obligation shall cease, determine and become void, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided further, that it shall and may be lawful for the Mortgagee, in case default shall be made for the space of _____ days in the payment of any installment of the said principal sum or interest thereon, or of said principal sum or any balance thereof at maturity, or in the prompt or punctual maintenance of said fire insurance with extended coverage so assigned as aforesaid, or in case there shall be default in the production to the Mortgagee, on or before the ____ day of _____ of each and every year, of such receipts for such taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby or if the Mortgagor shall fail to keep and maintain the mortgaged premises in good condition and repair, or without written approval shall cause a structural or material change to be made, to sue out forthwith upon a Complaint or any other legal proceeding based upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for the recovery of the whole of said principal debt, or so much thereof as shall then remain unpaid, and all interest due thereon, together with an attorney's commission for collection, viz: Five percent of the indebtedness or Two Hundred Dollars, whichever is the larger amount, besides costs of suit, without further stay, any law, usage or customs to the contrary notwithstanding. **And** the Mortgagor hereby waives and relinquishes unto the Mortgagee all benefit that may accrue to the Mortgagor by virtue of any and every law made or to be made to exempt the above described premises or any other property whatever, or of personal property from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof.

In the Event that there is more than one party named herein as Mortgagor or Mortgagee, the word "Mortgagor" or "Mortgagee" wherever occurring herein shall mean the plural. The masculine herein shall refer to and include the feminine as well as the corporate gender. The Obligation, responsibility and liability of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and his, her, its and their, and each of their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the said Mortgagor to these presents has caused this Indenture to be executed under seal the day and year first above written.

Sealed and Delivered }
IN THE PRESENCE OF US: }

_____{SEAL}
Buyer1Name

_____{SEAL}
Buyer2Name

_____{SEAL}
Buyer3Name

_____{SEAL}
Buyer4Name

STATE OF,
COUNTY OF .

On this, the ___ day of _____, _____, before me, _____, the undersigned officer, a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that ___ executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official Seal.

Notary Public

I certify the address of the within-named
Mortgagee is:

On behalf of the Mortgagee

Schedule A
Legal Description

Mortgage

TO

Premises: _____