

This Indenture Witnesseth: That

Herbert A. Christopher and Anna M. Christopher, Husband and Wife,
and Warren L. Christopher and Walborg Christopher, Husband and Wife,
of the Township of Chikaming Berrien County, Michigan.
part its of the first part,

MORTGAGE AND WARRANT

To Farmers and Merchants National Bank in Benton Harbor,
of the City of Benton Harbor part y of the second part,
the following described Real Estate in Berrien County, Michigan, to-wit:

All that part of the West Twenty (20) Acres of the North Thirty (30) Acres of the Northeast Quarter of the Northeast Quarter of Section Ten (10), Township Seven (7) South, Range Twenty (20) West, Chikaming Township, Berrien County, Michigan which is described as beginning at a point on the North line of Said Section that is Four Hundred Forty and Three tenths (440.3) Feet West of the Northeast corner of said Section. Thence West Eight hundred eighty and seven tenths (880.7) Feet to the Northwest corner of said Northeast Quarter of the Northeast Quarter, thence South 0° 06' East along the West line of said Quarter Nine hundred ninety (990) Feet Thence North 89° 58' East Four hundred eighty three and Forty hundredths (483.40) Feet along South line of the North Thirty (30) Acres of said Quarter, Thence North Two hundred ninety four and sixty two hundredths (294.62) Feet Thence North 89° 58' East Two hundred seventy four and Fifty four hundredths (274.54) Feet to a point on the westerly line of Highway U. S. 12, Thence North 19° 42' East along Westerly line Three Hundred Sixty and thirty three hundredths (360.33) Feet Thence North 00° 02' West Three hundred fifty six (356) Feet to the place of beginning Containing 16.85 Acres of land more or less

To secure the payment of Three Thousand and no/100 - - - - - DOLLARS
five years after the date hereof, with interest at five per cent per annum payable semi annually
on the 8th day of April and Oct. in each year and - - - - - per annum,
payable - - - - - annually after maturity on all sums of interest and principal not paid when due.

All payable at Farmers and Merchants National Bank in Benton Harbor,
as follows, to-wit:

The makers shall have the privilege of paying \$100.00 or more on any interest-paying date.

In the event the parties of the first part shall elect to pay this mortgage on or before one year from this date, then in addition to payment of the principal and accrued interest, they also will pay a premium of 2% of the principal amount,
According to the conditions of one certain note bearing even date herewith executed by said Herbert A. Christopher and Anna M. Christopher, and Warren L. Christopher and Walborg Christopher, part ies of the first part, to said part y of the second part to which these presents are collateral; and also to secure the fulfillment of the following agreements made in consideration of said sum of money. That the said part ies of the first part will, within thirty days after the same become due, pay all taxes and assessments levied upon said premises; that they will keep the buildings on said premises insured against loss or damage by fire or lightning in amount and by insurers approved by second part y with loss, if any, payable to the second party or its assigns, and will pay

Handwritten notes:
Bent to Richard E. Willard
Book 84 Deed B. 21 8/24/46
1509-17 6/20/46

the premiums for such insurance. Should default be made in either of said agreements, it shall be lawful for said party of the second part to pay such taxes and assessments and to effect such insurance, and the money thus paid shall be treated as an advancement to said parties of the first part on account of this mortgage, added to the amount secured hereby and payable forthwith, with interest at seven per cent per annum.

In case of non-payment of said principal, or interest, or taxes, or insurance premiums, or any part thereof, when payable as above provided, then after thirty days' default, the aforesaid principal sum, or so much thereof as remains unpaid, with all unpaid interest, shall become and be due and payable forthwith, at the option of said party of the second part, its representatives and assigns, notice of which option is hereby waived.

Upon default being made in any agreement herein, or in the case of the non-payment of said sum of Three Thousand and no/100 - - - - - Dollars, or the interest, or any part thereof, when due, it shall be lawful for the said party of the second part, and the said parties of the first part do hereby empower said party of the second part to grant, bargain, sell, and convey said premises at public vendue and on such sale to make and execute to the purchaser, heirs and assigns forever, good and sufficient deed of conveyance, pursuant to the statute in such cases made and provided.

And It Is Further Expressly Agreed, That as often as any proceeding is taken to foreclose this mortgage, either by virtue of the power of sale herein contained, or in chancery, or in any other manner provided by law, said first parties shall pay said second party the attorney fee allowed by law as a reasonable solicitor or attorney fee therefor, in addition to all other legal costs.

Witness our hands and seals, this 8th day of April A. D. 19 46.

In presence of Robert Connell, Antoinette H. Schlender

Herbert A. Christopher [SEAL], Anna M. Christopher [SEAL], Warren L. Christopher [SEAL], Walborg Christopher [SEAL]

STATE OF MICHIGAN } COUNTY OF BERRIEN } ss.

On this 8th day of April 19 46 before me personally appeared Warren L. Christopher and Walborg Christopher, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public in and for Berrien County, Mich. Antoinette H. Schlender My Commission Expires March 20th, 1949

STATE OF OHIO) County of Summit) ss.

On this 11 day of April, 1946, before me personally appeared Herbert L. Christopher and Anna M. Christopher, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, Summit County Ohio My Comm. Exp: 4/27/48

MORTGAGE INTEREST, INSURANCE, WARRANTY AND TAX

Herbert A. Christopher and Anna M. Christopher and Warren L. Christopher and Walborg Christopher

TO Farmers and Merchants National Bank in Benton Harbor.

REGISTER'S OFFICE Berrien County

Received for record the 1st day of May A. D. 1946 at 9:40 o'clock A. M. and recorded in Liber 237

Register of Deeds John A. Schaefer

First Nat Bank B/H

Chikaming Twp.