

This Indenture Witnesseth: That

WARREN L. CHRISTOPHER and WALBORG M. CHRISTOPHER,

Husband and Wife,

of the Township of Chikaming, Berrien County, Michigan. part i.e.s. of the first part,

MORTGAGE AND WARRANT

To IDA M. FORESMAN,

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 0° 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 Four Thousand and no/100 - - - - - DOLLARS. five years after the date hereof, with interest at five per cent per annum payable semi-annually on the 4th day of Feb. and Aug. in each year and five per cent per annum, payable semi-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:

Due and payable in semi-annual installments of \$100.00 each or more, commencing on the 4th day of February 1948, and continuing in semi-annual installments of \$100.00 each or more until August 4, 1952, when the whole principal sum then unpaid will be due and payable.

According to the conditions of one certain note bearing even date herewith executed by said Warren L. Christopher and Walborg M. Christopher part i.e.s. 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 i.e.s. 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 part y or her assigns, and will pay

Check 121 1/2 in Pg. 382- 10/4/55

the premiums for such insurance. Should default be made in either of said agreements, it shall be lawful for said part y 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 part ies 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 part y of the second part, her 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 Four Thousand and no/100 - - - - - Dollars, or the interest, or any part thereof, when due, it shall be lawful for the said part y of the second part, and the said part ies of the first part do hereby empower said part y 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, their heirs and assigns forever, good and sufficient deed or deeds 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 part ies shall pay said second part y the attorney fee allowed by law as a reasonable solicitor or attorney fee therefor, in addition to all other legal costs.

Witness our hand s and seals, this 4th day of August A. D. 1947.

In presence of  
Robert Connell  
Robert Connell  
Antoinette H. Schlender  
Antoinette H. Schlender

Warren L. Christopher [SEAL]  
Warren L. Christopher  
Walborg M. Christopher [SEAL]  
Walborg M. Christopher  
[SEAL]  
[SEAL]

STATE OF MICHIGAN }  
COUNTY OF BERRIEN } ss.

On this 4th day of August 1947 before me personally appeared

Warren L. Christopher and Walborg M. Christopher, Husband and wife,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Antoinette H. Schlender

Notary Public in and for Berrien County, Mich.

Antoinette H. Schlender

My Commission Expires March 20th, 1949

Twp Chikaming

**MORTGAGE**  
INTEREST, INSURANCE, WARRANTY  
AND TAX

Warren L. Christopher  
and Walborg M. Christopher,  
Husband and Wife,

TO  
Ida M. Foresman.

REGISTER'S OFFICE }  
Berrien County } ss.

Received for record the 19th  
day of August. A. D. 19 47  
at 2 o'clock P.M., and  
recorded in Liber 250

of Mortgages on page 282  
Catherine Weber  
Register of Deeds

135-  
Hoyt & Co. (H. O. M. B. A.)  
Berrien Co. (C. H. B. A.)