

STATE OF GEORGIA,

COUNTY.

This Indenture, Made this Twenty seventh day of September A. D. One Thousand Eight Hundred and Eighty three by and between

of DeKalb County, and State of Georgia James B. Spackman first party, and the EQUITABLE MORTGAGE COMPANY, of Kansas City, Missouri, second party,

Witnesseth: That the said first party, in consideration of Five DOLLARS, in hand paid, the receipt of which

is hereby acknowledged, hath granted and sold, and by these presents doth Grant, Bargain, Sell, Convey and Confirm unto the said Equitable Mortgage Company, its successors and assigns

forever, the certain premises or tract or parcel of Real Estate situated in DeKalb County, State of Georgia, described as follows to wit:

(Mirrored bleed-through text from the reverse side of the document, including names like "James B. Spackman", "DeKalb County", and "Equitable Mortgage Company")

said first party represent to and covenant with the said second party that they hold said premises in fee simple; that they have good and lawful right to sell and convey the same; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to said premises against the lawful claims of all persons whatsoever. This deed is given under and by virtue of Section 1969, of the Code of Georgia, to secure the payment by the said first party to the said second party of the sum of Twenty Dollars, on the first day of November A. D. 1893

with interest on the same from this date until paid, at the rate of Eight per cent. per annum, payable annually on the first day of November

and the first day of _____ in each year, according to the tenor and effect of the bond or promissory note and interest coupons executed and delivered by said party of the first part and bearing even date herewith, payable at the office of the Equitable Mortgage Company in New York City, and if said bond or promissory note

and the interest thereon shall be paid according to the tenor and effect thereof when the same shall become due and payable, and if said first party shall well and truly keep and perform all and singular the covenants, conditions, stipulations and agreements herein contained for said first party to keep and perform, then the moneys hereby conveyed shall be recovered by

Available under FTS. 266

the first part by said party of the second part executed contemporaneously herewith.

And Whereas, said party of the first part hereby agrees with said party of the second part and the endorsees or assignees of said promissory note to pay all taxes and assessments, general and special, against said land and improvements when due or within the time required by law; and also to keep the improvements upon said land in good repair, and constantly insured in such companies as said second party may approve, until said note be paid, for the sum of at least One Hundred DOLLARS, and the policy or policies thereof constantly assigned or pledged and delivered to said second party, or to the legal holder of said note for further securing the payment of said note with power to demand, receive and collect any and all moneys becoming payable thereunder, and apply the same toward the payment of said note unless otherwise paid; and also to keep said land and improvements thereon free from all statutory lien claims of every kind; and also to protect the title and possession of said premises so that this Deed shall be a first lien thereon until said debt is paid; and if any or either of said agreements be not performed as aforesaid, then said party of the second part or said endorsees or assignees, or any of them, may pay such taxes and assessments, and may effect such insurance, for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory lien claim, and may protect the title or possession of said land, including all costs and attorney's fees; and for the repayment of all moneys paid in the premises with interest thereon from the time of payment at the rate of eight per cent. per annum, these presents shall be security in like manner and with like effect as for the payment of said note.

Now, if default be made in the payment of said note or any part thereof, or any of the interest thereon when due, or in the faithful performance of any or either of the agreements as aforesaid, then the whole amount of said note shall, at the option of the holder of said note become immediately due and payable without notice to said first party and in the event said note shall be collected through an attorney at law or by legal proceedings or by sale of the property as hereinafter provided, the said party of the first part hereby agrees contemporaneously with and as a part of said note, to pay all costs of collection including ten per cent. attorneys fees on the same, and the said party of the second part, or the holder of said note shall have the right to proceed at Law or in Equity in any way which may be deemed proper, to collect said note and to realize on said security, or shall have the full right, power and authority to sell the property hereinbefore described and any and every part thereof, and all right and equity of redemption of the said party of the first part, and the heirs, executors or assigns of said first party therein, at public vendue, to the highest bidder at the door of the Court House in the County where said property is situated, first giving public notice of the time, terms and place of sale, and of the property to be sold by advertisement once a week for four weeks, in some newspaper printed and published in the county in which the land is situated, or by posting written notices thereof in at least three public places in such county, one of which shall be at the Court House door of such county; and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and apply the proceeds of said sale, first, to the cost and expenses of bringing said property to sale, including a sum equal to ten per cent. of the amount of said note as solicitor's fee; and next, to the repayment to said second party, or to the endorsees or assignees of said promissory note of all moneys paid for insurance and taxes and judgment upon statutory lien claims, and costs and interest thereon, as hereinbefore provided for; and, next, to the payment of all of said note then due and unpaid, including interest then due thereon. The balance of such proceeds, if any, shall be paid to the said party of the first part, or the legal representatives of said first party.

All homestead and exemption rights under the law as against said note are hereby waived.

IN WITNESS WHEREOF, The said party.....of the first part has.....hereunto set.....hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

W. Miller
C. P. Cole Not. Pub.
Fulton Co. Ga.

John T. Padon
.....
.....
.....
.....

SEAL
SEAL
SEAL
SEAL