

admission of the same to remain and defend the title to said real estate & the said personal property unto the said Rushing & Jerry on their heirs and assigns against the lawful claimants and demands of any & all persons whomsoever. Now the above instrument is intended as a mortgage to secure the payment of a debt for which the said Rushing and Jerryan held a judgment against the said Collins and for which the said Collins has made fifteen certain promissory notes bearing even date herewith in favor of said Rushing & Jerryan for the sum of one thousand Dollars each said notes bearing in interest and made payable as follows to wit one two three four five six seven eight nine ten eleven twelve thirteen fourteen and fifteen months after date respectively said notes when paid are to be credited upon the judgment which was transferred by the state of Illinois to said Rushing and Jerryan and is now held by them against said Collins as bondman for one first or better. Now it is agreed that execution on said judgment is to be stayed during the existence of this mortgage and it is further more agreed and understood that if upon payment of the said notes as aforesaid the said Collins is still indebted to the said Rushing & Jerryan upon said judgment the said Collins is to give a mortgage upon all of his real estate for whatever said amount due may be a other good and sufficient security for its payment. Now if said Collins will and truly pay said notes and give such mortgage or security for said amount as may still be due then the said judgment is to be cancelled and this instrument to be void otherwise of full force and virtue. It is further understood and agreed that said Collins is to have the charge and control of said property during the existence of this mortgage but that shall not consist with or cut any timber from said premises. And it is also understood that in case of default of payment of the debt secured hereby and in the event said Rushing & Jerryan shall foreclose this mortgage the said Collins is to pay all legal costs of said foreclosure.

In witness whereof I have hereunto set my hand and seal this the 3<sup>rd</sup> day of Sept AD 1883

In the presence of  
D. S. Jones  
C. S. Perreault

W. D. Collins

State of Illinois } Before the subscriber a Justice of the Peace in  
County of Santa Rosa } and for said County personally named W. D. Collins  
a person to me well known and who acknowledged before me  
that he executed the foregoing instrument for the purposes therein  
mentioned freely and voluntarily

In witness whereof I have hereunto set my hand and  
affixed my official seal this the 24<sup>th</sup> day of September AD 1883

C. S. Perreault  
Justice of the Peace

Received this Sept 24<sup>th</sup> AD 1883

R. R. Sheppard, Clerk