

For the purpose herein mentioned
 Said Lewis described being
 their homestead
 And the said Robert Fowler hereby
 Covenants to warrant and defend the
 title to said property unto the said Jas
 Hannah his heirs & assigns against the
 lawful claims and demands of any and
 all persons whomsoever and that said
 premises are wholly unincumbered -
 Now the above instrument is intended
 as a mortgage the conditions of which
 are these: That whereas the said
 Robert Fowler has this day ~~given~~ executed
 his certain promissory note unto
 Geo A. Corary of said State & County
 for the sum of Three hundred (\$300⁰⁰)
 Dollars with Eight (8%) per cent interest
 per annum from date. Said note
 bearing date herewith and payable twenty
 four (24) months after date and whereas
 said John Hannah at the request of
 said Robert Fowler has become surety
 for the payment of said note according
 to its tenor and has this day endorsed
 the same. Now then that if said
 Robert Fowler shall well & lawfully pay
 said note according to the tenor thereof
 when the same shall become due then
 this obligation to be null & void else if
 said note is not ^{paid} said said Hannah
 by reason of his said endorsement as such
 surety shall pay the same or any part thereof
 or suffer any loss or incur any charge
 or damage by reason of said endorsement
 then this obligation to be of full force & virtue
 and said premises subject under this
 Mortgage for the payment of all loss liability
 or damage that said Hannah shall incur
 and it is therefore hereby expressly understood
 and agreed in consideration of the
 premises that in case of foreclosure said
 Robert Fowler shall pay unto said Hannah
 his heirs & assigns his or their reasonable
 attorney's fee and all costs & charges of said