

Realty Mortga

STATE OF ARIZO
 County of Maric
 I hereby gi
 Instrument wa
 at request of
 PHOENIX, T
 JUL 25
 in Docket
 on page 594
 Witness my
 the day and y
 ROGER G. LA
R. G. LA...

KNOW ALL MEN, That

M. JACK SINCLAIR and ELIZABETH SINCLAIR, his wife

of Maricopa County, Arizona, hereinafter referred to as MORTGAGOR, in consideration of

TWO THOUSAND AND NO/100 - - - - - DOLLARS,

in hand paid by CHARLOTTE BOHLER, a widow

hereinafter referred to as MORTGAGEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to MORTGAGEE, and the successors, heirs and assigns of MORTGAGEE forever, the following real estate, lying and being in the County of Maricopa, and State of Arizona, known and described as

Lot Three (3), Block Two (2), EVERGREEN PLACE, in the City of Phoenix, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 3 of Maps, page 15 thereof.

Together with all rents, issues and profits thereof.

TO HAVE AND TO HOLD the above described premises with all the privileges and appurtenances thereunto belonging including all rents, issues and profits thereof unto MORTGAGEE, and the successors, heirs, executors, administrators or assigns of MORTGAGEE forever. And MORTGAGOR hereby covenants that MORTGAGOR is well and truly seized of a good and perfect title to the premises above conveyed in the law, in fee simple, and has good right and lawful authority to convey the same, and that the title so conveyed is clear, free and unincumbered and that MORTGAGOR will forever warrant and defend the same to MORTGAGEE against all claims whatsoever, with the understanding, however, that the lien of this mortgage is subject and inferior to the lien of that certain mortgage dated July 15, 1952, made by M. Jack Sinclair and Elizabeth Sinclair, his wife, to The Mutual Life Insurance Company of New York, in the amount of \$15,000.00, to be recorded concurrently herewith.

PROVIDED ALWAYS, and these presents are upon this express condition, that if MORTGAGOR shall pay to MORTGAGEE, the just and full sum of TWO THOUSAND AND NO/100 -----
----- Dollars, with interest thereon, according to the terms and conditions of one ----- certain promissory note bearing even date herewith in the amount of \$2,000.00, payable in annual installments of \$500.00 or more on or before the 1st day of July of every year beginning July 1, 1953, with interest on all unpaid principal at the rate of 6% per annum from July 1, 1952, payable at the same time as and in addition to the payments upon the principal, executed by MORTGAGOR

and payable to the order of said MORTGAGEE, and shall moreover pay to the proper officers all taxes and assessments, general or special, which shall be levied or assessed upon said real estate on or before the date when such taxes or assessments shall have become delinquent and insure and keep insured the buildings or said premises against loss or damage by fire, in the sum of -----
----- Dollars, in insurance companies to be selected by MORTGAGEE, and the policies of insurance assigned or made payable to MORTGAGEE as interest of MORTGAGEE may appear, and deliver the said policies to the MORTGAGEE, until payment in full of the said promissory note....., and interest thereon, then these presents shall be null and void. But in case of the non-payment of any sum of money, either principal, interest, taxes, assessments, or premiums of insurance, at the time or times when the same shall become due or delinquent as aforesaid, or upon the failure of MORTGAGOR to insure the buildings upon said premises and keep the policies assigned or made payable to MORTGAGEE, and deliver the said policies to the MORTGAGEE agreeable to the conditions of these presents, or of the aforesaid promissory note....., or any part thereof, or in case of the failure of MORTGAGOR to keep or perform any other agreement, stipulation, or condition, herein contained, then in such case the whole amount of said principal sum shall be, at the option of MORTGAGEE, deemed to have become due, and the same, with interest thereon at the rate contracted, shall thereupon be collectable in a suit at law or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure shall occur, as aforesaid.

And MORTGAGOR further covenants and agrees, that in case of failure on the part of MORTGAGOR to pay any of said taxes, assessments, or premiums of insurance, as above provided, MORTGAGEE may pay the same, and the amount so paid, together with interest thereon at the rate of eight per cent per annum, shall be a part of the debt secured by this mortgage and a lien on said premises immediately due and payable at the option of MORTGAGEE.

MORTGAGOR also covenants and agrees with MORTGAGEE that MORTGAGOR will, during existence of this mortgage, neither permit nor commit waste on said premises; and will take the same care thereof that a prudent owner would take, and in any action to foreclose this mortgage a re-

DOCKET 963 PAGE 596

ceiver shall, upon application of the plaintiff in such action and without notice to the defendants, be appointed by the Court to take charge of said property, to manage, carry on, protect, preserve and repair the same and receive and collect all the rents, issues and profits thereof, and apply the same to the payment of sums spent to protect, preserve and repair said property, the payment of taxes and other charges, including his own compensation, and to the payment of said note..... and interest, which may be due or become due during the pendency of the action until sale be finally made and deed made and delivered thereunder; and in case of such foreclosure MORTGAGOR will pay to MORTGAGEE in addition to the taxable costs of the foreclosure suit, a reasonable amount additional as attorney's fee, together with a reasonable fee for title search made in preparation and conduct of such suit, which shall be a lien on said premises and secured by this mortgage; and, in case of settlement after suit is brought but before trial, MORTGAGOR agrees to pay a reasonable attorney's fee, as well as all of the costs of such suit and the costs of the appointment of a receiver, if appointed, and any sums expended by such Receiver or the MORTGAGEE in the management, carrying on, protection, preservation and repair of said property.

Unofficial Document

The covenants and agreements herein contained shall inure to the benefits of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties constituting MORTGAGOR have hereunto set their hands this 13th day of June, A. D., 1952.

M. Jack Sinclair
Elizabeth Sinclair

State of Arizona }
County of Maricopa } ss.

On this the 13th day of June, 1952, before me, _____, the undersigned officer, personally appeared M. JACK SINCLAIR and ELIZABETH SINCLAIR, his wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

(My Commission Expires 6-30-56)

Francis John Kelly
Notary Public