



Pioneer Title Co.

GOING BEYOND

MORTGAGE - Short Covenant

THIS INDENTURE, Made the ____ day of _____, in the year of our Lord 20____, between _____ of, _____, County of _____, State of _____, the party of the first part, and _____ of, _____, County of _____, State of _____, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of (_____) lawful money of the United States of America, does by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, and to his/her heirs and assigns FOREVER, all that certain real property situate in the County of _____, and State of Idaho, and bounded and particularly described as follows, to-wit:

together with the tenements, hereditaments and appurtenances hereto belonging or in anywise appertaining. THIS GRANT is intended as a mortgage to secure the payment of certain promissory notes of even date herewith, executed and delivered by the said party(ies) to the said party of the second part;

AND THESE PRESENTS SHALL BE VOID if such payment be made. But in case default shall be made in the payment of said principal sum of money, or any part thereof, or the interest thereon, as provided in said notes, or if default be made in the performance of any of the covenants, conditions or agreements herein contained, then it shall be optional with the said party of the second part, his/her executors, administrators or assigns, to consider the whole of said principal sums expressed in said notes as immediately due and payable; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on said promissory notes, together with the costs and charges of foreclosure suite, including attorney's fees and also the amounts of all such payments of taxes, assessments, encumbrances, or insurance as may have been made by said party of the second part, his/her heirs, executors, or assigns, with the interest on the same, rendering the overplus of the purchase money (if any there shall be) unto the said party of the first part, his/her heirs, executors, administrators or assigns.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

_____ [Seal]

_____ [Seal]

[Seal]

[Seal]

State of _____

ss.

County of _____

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for said State, personally appeared _____ known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)

Notary Public
Residing at: _____
Commission Expires: _____