

Act of sale and mortgage.

(Preamble same as in warranty deed) who declared to me, notary, that he does by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors, unto _____ [*name, address, domicile and marital status of vendee*], here present, accepting and purchasing for himself, his heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to wit: _____ [*description of property*].

To have and to hold the above described property unto the said purchaser, his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of _____ dollars, in part payment whereof said vendee has paid in ready and current money the sum of _____ dollars to the said vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor, and for the balance of said purchase price, to-wit: the sum of _____ dollars, the said purchaser has furnished _____ promissory note _____, each for the sum of _____, dated _____, and payable _____, bearing interest at the rate of _____ per cent per annum from _____ until paid, which said note _____ after having been paraphed "Ne Varietur" by me Notary, to be identified herewith _____ delivered to the said vendor, who hereby acknowledges the receipt thereof.