

"Brought forward"

by these Presents The condition of this obligation being
such however that if the said party of the first part his
heirs executors administrators or assigns shall convey
unto the said party of the second part his heirs executors
administrators or assigns whatever further title shall
hereafter accrue to the said parties of the first part
in the above described land and town lot either directly
or indirectly from the Land office at Washington or the
Trustees of the town of Lawrence & from any other
source whatsoever, at such time as such further
title shall to such party accrue then this obligation
shall be wholly void and of no effect; otherwise to
remain in full force And this Indenture furthermore
abittuseth that the conveyance and Bond thus
hierinbefore made and given by the parties of the
first part to the party of the second part aforesaid
is intended as a mortgage to secure the payment
of three several promissory notes executed by
Whitman & Carl to Samuel G. Howe dated
May 27. 1857 one for the sum of three hundred
and ninety two Dollars (\$392.) payable on demand,
one for the sum of three hundred and sixty Dollars
(\$360.) payable in two Years from date; and one
for the sum of two thousand Dollars (\$2000.)
payable in two Years from date; the first bearing
interest at ten per cent, and the two last at fifteen
per cent per annum. And therefore if the amount
of the aforesaid notes principal and interest shall
be paid at maturity then this Indenture shall
become void and the land and town lot hereby granted
shall utterly determine and the Bond hereby given
shall cease and thereby be of no effect; but if
default shall be made in the payment of the said
sums of money or the interest or any part thereof
in each case the parties of the first part to hereby
authorize and fully empower the said party of
the second part his heirs executors, administrators
recd. Dated 1857