

peized of a good and indefeasible estate of inheritance therein free
and clear of all incumbrances that they have good right to sell and
convey said premises and that they will warrant and defend
the same against the lawful claims of all persons.

This Deed is intended as a Mortgage to secure the payment of the
sum of Six Hundred Dollars and interest thereon according
to the terms of one certain mortgage note and 8 interest notes
or coupons this day executed by the said O. E. Leonard to
Albert and Fay to wit, Note No. 1 for six hundred dollars
due March 1 1883 dated March 1 1881 payable to Albert & Fay or
order at the Charles National Bank West Thirteenth St. with
interest payable semi annually on the first day of March ^{or}
September in each year according to coupons attached to said
note. The party of the first part further agree that they will
pay all taxes and assessments upon the said premises before
they shall become delinquent.

Now If such payments be made as herein specified this con-
veyance shall be void and shall be released upon demand
of the party of the first part. But if default be made in the payment
of said principal sum or any part thereof or any interest thereon
or of paid taxes or assessments as provided then this convey-
ance shall become absolute and the whole of said principal ^{and}
interest shall immediately become due and payable and in
case of such default of any sum covenanted to be paid for the
period of ten days after the same becomes due the said first
parties agree to pay to said second party and his assigns interest
at the rate of 12 per cent per annum computed annually
on said principal note from the date thereof to the time when the
money shall be actually paid and any payments made on account
of interest shall be credited in said computation so that the total
amount of interest collected shall be and not exceed the legal rate
of 12 per cent, but the party of the second part may pay any un-
paid taxes charged against said property or cause said property
if default be made in keeping up insurance and may recover for all
such payments with interest at twelve per cent in any suit for
foreclosure of this mortgage and it shall be lawful for the party
of the second part his executors, Administrators and assigns at
any time thereafter to sell the premises hereby granted or any
part thereof in the manner prescribed by law Appraised
Waived as not at the option of the party of the second part ^{and}
out of all the monies arising from such sale to retain the
amount then due or to become due according to the conditions
of this instrument and interest at twelve per cent per

The following is indorsed on original instrument
The note herein described having been paid in full this month is hereby
released and the heirs thereby released discharged
At witness my hand this 26th day of June A D 1882.

Henry Fay

Attest Willard P. Holmes

Received July 18th 1883 at 3:30 p.m.
Gift Bonded Post Office