successors heirs and assigns forever. The said Joseph J. Sibley represents to and covenants with the said second party that he holds said premises in fee simple that he has good and lawful right to sell and convey the same that said premises are free and clear from all liens and incumbrances that he will warrant and defend the title to said premises against the lawful claims of all persons whomsoever. And the said party of the first part hereby expressly relinquishes releases and conveys all right of Homestead Exemption and every contingent rights in and to said premises.

This Instrument is executed and delivered upon the following conditions to wit:

First. Said first party agree to pay said second party or order Seventy three & 50/100 Dollars in ten installments according to the terms of a promissory note executed and delivered by said Joseph J. Sibley to said second party and having even date herewith.

Second This mortgage is made subject to prior mortgage to New England Loan and Trust Company for $1500.00 and it is hereby stipulated that in case of failure by the first party to pay any interest or other payments provided for in said prior mortgage when the same shall become due and payable in accordance with the terms thereof or failure to keep and perform any of the covenants conditions stipulations and agreements therein contained and agreed to this mortgage shall become due and payable at once at the election of the holder without notice to the first party and this mortgage may thereupon be foreclosed immediately for the whole of said money secured hereby with interest and costs or the holder hereof may pay such interest and payments as may become due and payable under the provisions of said prior mortgage and the amount so paid shall become a lien under this mortgage the same as though this mortgage was made to secure said payments and all the provisions of this mortgage are expressly made to apply to said payments when made by the party of the second part or their assigns.

Third The said first party further agrees that if he shall fail to pay said money or any installment thereof when the same becomes due or shall fail to pay all taxes and assessments levied on said property before the same become delinquent or shall fail to perform or comply with any of the foregoing conditions or agreements then the whole sum of money herein secured shall become due and payable at the election of the holder hereof without notice of such election to the first party and this mortgage may thereupon be foreclosed immediately