

the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever against all persons lawfully the same.

Provided Always and these presents are upon this express condition that whereas the said parties of the first part are justly indebted unto the said L. O. Smith in the principal sum of Four Hundred Dollars lawful money of the United States of America being for a loan thereof on the day and date hereof made by the said L. O. Smith to the said parties of the first part and secured to be paid by the certain promissory note of the said parties of the first part bearing even date herewith payable to the order of the said L. O. Smith in five (5) years from the date thereof at the Kountze Bros. Bank in the City of New York and State of New York with interest at the rate of seven per cent. per annum from date until said principal sum is fully paid said interest to be paid semi annually on the twenty eighth day of February and of August in each and every year said several installments of interest being further specified by ten (10) interest notes or coupons of even date herewith attached to said note and payable at said Kountze Bros Bank in the City of New York and in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then at the election of the legal holder of said note the said principal sum of Four Hundred Dollars with all the interest thereon shall at once become due and payable anything thereinbefore contained to the contrary notwithstanding such election to be made at any time after the expiration of three days without notice.

Now if the said parties of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned with the interest thereon according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money or any interest thereon is not paid when the same is due and payable or if any lapses or