

possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming 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 W.C. Beardsley in the principal sum of Three 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 W.C. Beardsley 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 W.C. Beardsley in Three (3) years from the date thereof, at the office of said W.C. Beardsley, in the City of Auburn, and State of New York, with interest after maturity, at the rate of twelve percent. per annum until the said principal sum is fully paid. The interest on said note from date is to be paid semi-annually, on the 29th day of April and of October in each and every year, and is specified by six interest notes or coupons of even date herewith, attached to the said note and payable at the office of said W.C. Beardsley, in the City of Auburn, New York, and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Three Hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said Parties of the first part shall will 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 taxes or assessments levied against said property, are not paid when the same are payable, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns, to be at any time thereafter exercised without notice to the parties of the first part; but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due and payable,