

Defend the same in the quiet and peaceable possession of said party of the second part, his heirs, successors or assigns. However, against the lawful claims of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following express conditions, to wit:

First: Said party of the first part are justly indebted unto the said party of the second part in the principal sum of Four hundred dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said party of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the First day of December A.D. 1886, numbered 353 executed and delivered by the said party of the first part, and payable to the order of the said party of the second part, two years after date at The Banking House of Kountze Brothers, New York City, State of New York; with interest thereon from date until maturity, at the rate of Eight per cent. per annum, payable semi-annually on the first days of June and December in each year, and twelve per cent. per annum after maturity, or default, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith and payable to the order of the said party of the second part, at the same place.

Second: Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due; and if not so paid, the party of the second part, or the legal holder of this mortgage, may, without notice, declare the whole sum of money herein secured, due and payable at once, or may elect to pay such taxes, assessments; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of twelve per cent. per annum. But whether the legal holder of this mortgage elect to pay such taxes, assessments or not, it is distinctly understood that the legal holder hereof may declare the debt hereby secured due and immediately cause this mortgage to be foreclosed.

Third: Said party of the first part hereby promises and agrees that all buildings, fences and other improvements upon said premises shall be kept in as good repair and