

Fourth: Said party of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same now are, and abstain from the commission of strip or waste on said premises until the whole sum hereby secured is fully paid.

Fifth: It is further expressly agreed that in case of default in the payment of said bond or any part thereof, or any of the sums of money to become due as herein specified according to the tenor and effect of said bond, or in case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned, then the bond secured hereby shall bear interest at the rate of twelve per cent. per annum from its date, and this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the above described premises, and to have and to receive all the rents and profits thereof, and the said bond with interest accrued thereon, and all the moneys which may have been advanced and paid by the said second party with the aforesaid interest thereon, shall, at the election of said second party, thereupon each and every one of them become and be at once due and payable.

And the said party of the first part, for said consideration hereby expressly waives an appraisement of said real estate, and all the benefits of the Homestead Exemption and Stay Laws of the State of Hawaii.

The foregoing conditions being performed, this conveyance to be void, and satisfaction endorsed hereon by the legal holder which shall be entered of record at the cost of the said party of the first part, otherwise to remain in full force and virtue.

In Testimony Whereof, The said party of the first part has hereunto subscribed his name and affixed his seal on the day and year first above written

E. L. McHenry [Seal]