thereon, and the fixtures thereto attached and all the rights of Homestead Exemption of the said party of the first part their heirs, executors, or administrators therein, to the only proper use and benefit of the said party of the second part his heirs, executors, administrators and assigns forever.

Provided, Nevertheless, And these presents are made expressly upon condition as follows-to-wit:

That Whereas, The said Richard Tarpy and Anna Tarpy justly indebted to the party of the second part, in the sum of Twelve Hundred Dollars and cents, according to the tenor and effect of One certain

promissory note of even date herewith, duly executed by the said Richard Tarpy and Anna Tarpy and payable Five years after the date thereof to the order of the said party of the second part, in the aforesaid sum of money, for value received, with interest thereon, at the rate of Seven per cent, per annum, from the date of the said promissory note until the said principal sum is fully paid, interest being payable semi-annually on the First day of July and January in each year, according to and upon presentation of coupons or interest notes therefor, thereunto attached both principal and interest being payable at The Banking House of Gilman, Son & Co in the City and State of New York.

All appraisement and stay laws waived, and if default be made in the payment of any interest note, or any portion thereof, for the space of ten days after the same shall have become due and payable, then all said principal and interest notes shall, at the option of the said party