

therein, free and clear of all incumbrances, and that the will Warrant & defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and this instrument is made, executed & delivered upon the following conditions, to-wit:

First: The said party of the first part is justly indebted unto the said party of the second part in the principal sum of Three 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 one certain Real Estate Mortgage Bond numbered 9329 executed and delivered by the said party of the first part bearing date April-11, 1888 and payable to the order of said party of the second part the first day of April A.D. 1889 at the Third National Bank in the City of New York, with interest thereon, if paid at maturity, at the rate of eight per cent. per annum, payable semi-annually on the first days of April & October in each year, and twelve per cent. per annum after maturity, the installments of interest being further evidenced by two coupons attached to the principal bond and of one date therewith, payable to the order of the said party of the second part at the Third National Bank in the City of New York. It is agreed that in case the interest upon said principal bond or any of said coupons or any portion thereof shall remain unpaid for the space of ten days, then at the election of said party of the second part, the whole amount of said bond together with all accrued interest, and all the sums of money secured by this mortgage deed shall become at once due and payable without notice, and may be collected in like manner as if said principal bond were due; and it is expressly covenanted & agreed that all payments to be made under said bond and this mortgage shall be made in gold coin or its equivalent.

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 insurance premiums for the amount of fire insurance specified, and if not so paid the said party of the second part or the legal holder of this mortgage may without notice declare the whole sum of money herein secured at once due and payable, or may elect to pay such taxes, assessments and insurance premiums, & 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 two per cent. per annum. But whether the legal holder of