

appurtenances, and all the estate title and interest of
 the said parties of the first part therein. And the said
 Nathaniel Cushingberry and Matilda P. Cushingberry do hereby
 covenant and agree that at the delivery hereof they are the
 lawful owners of the premises above granted and seized of
 a good and indefeasible estate of inheritance herein, free
 and clear of all incumbrances and that they will warrant
 and defend the same against all claims whatsoever.
 This Grant is intended as a Mortgage to secure the pay-
 ment of the sum of Two hundred and seventy five Dollars,
 according to the terms of a certain promissory note this
 day executed by the said Parties of the first part to the said
 party of the second part. Said note being given for the
 sum of Two hundred and seventy five Dollars, dated 9 July
 1888 due and payable on 9 July 1891 with interest thereon
 from the date thereof until paid according to the terms
 of said note and coupons thereto attached. And this con-
 veyance shall be void if such payment be made as in
 said note and coupons thereto attached, and as is herein-
 after specified. And the said parties of the first part hereby
 agree to pay all taxes assessed on said premises before any
 penalties or costs shall accrue on account thereof, and to
 keep the said premises insured in favor of the said
 mortgage, in the sum of Three hundred Dollars, in some
 insurance company satisfactory to said mortgage, in
 default whereof the said mortgage may pay the taxes
 and accruing penalties interest and costs, and insure
 the same at the expense of the parties of the first part,
 and the expense of such taxes and accruing penalties,
 interest and costs, and insurance, shall from the
 payment thereof be and become an additional lien
 under this mortgage upon the above described premises
 and shall bear interest at the rate of 12 per cent. per annum.
 But if default be made in such payment or any part there-
 of, or interest thereon, or the taxes assessed on said prem-
 ises, or if the insurance is not kept up thereon, then this
 conveyance shall become absolute, and the whole prin-
 cipal of said note and interest thereon, and all taxes
 accruing penalties and interest and costs thereon
 remaining unpaid or which may have been paid by
 the party of the second part, and all sums paid by the
 party of the second part for insurance shall be due and