

ces, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party, of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition that whereas, the said Mary Nolan and W. C. Nolan are justly indebted unto the said W. C. Beardsley, in the principal sum of Two thousand five hundred Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said W. C. Beardsley, to the said Mary Nolan and W. C. Nolan and secured to be paid by the certain promissory note of the said Mary Nolan & W. C. Nolan bearing even date herewith, payable to the order of the said W. C. Beardsley, in five (5) years from the date thereof, at his office in the City of Auburn, and State of New York, with interest after maturity, or default in payment of interest, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi-annually, on the 1st day of January and of July in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the said note and payable at said office of W. C. Beardsley, in the City of Auburn, New York, and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Two thousand five hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then this indenture shall be null and void. But, if said sum of money, or any interest thereon is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in this agreement to keep said premises insured, as hereinafter set forth, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the