

free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he will Warrant & Defend the same against the lawful claim of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Sixty Dollars, and interest thereon, according to the terms of one certain mortgage note and three interest notes or coupons, this day executed by the said Party of the first part to wit:

Note No. 1 for One Hundred and Sixty Dollars, due Sept. first, 1891 all dated Aug. 24th 1888, payable to Edward Russell, or order, at the Importers and Traders National Bank, New York City, N.Y.

with interest payable annually on the first day of September in each year, according to coupons attached to said note. The Party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured for in some approved insurance company payable in case of loss, to the mortgagee, as collateral security herefor. Now if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the Party of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the Party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party, and his assigns, interest at the rate of 12 per cent. per annum, computed annually on said principal note from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of 12 per cent; but the Party of the second part may pay or unpaid to said first party against said property, or insure said property, if default be made in keeping up insurance, and may receive for all such payments, with interest at twelve per cent, in any suit for foreclosure of this mortgage; and it shall be lawful for the Party of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in