

ful owners of the premises above granted, and seized of good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said part of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided always, And these presents are upon three several conditions, that whereas, the said Eli B. Hunter and Annie L. Hunter are justly indebted unto the said J. J. Dittwiler in the principal sum of Nine 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 J. J. Dittwiler to the said Eli B. Hunter and Annie L. Hunter, secured to be paid by the certain promissory note of the said Eli B. Hunter and Annie L. Hunter bearing even date herewith, payable to the order of the said J. J. Dittwiler in five years from the date thereof, at Mount Pleasant Bank, New York City, 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 March and of September 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 Mount Pleasant Bank New York City, 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 Nine 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 these presents 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 the 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 second part or assigns, to be at any time thereafter exercised without notice to the parties of the first part; but the legal holder of this mortgage may at option pay or cause to be paid