

The following is endorsed on the original instrument
 J. W. C. Beardsley, the mortgagee, whose business, having no knowledge
 connected with the character of the debt, by his action and signature, and never
 intending to direct or induce such a result, is hereby disavowed and
 dated the 27th day of May A.D. 1889.
 W. C. Beardsley
 J. W. C. Beardsley

Lots Nos Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53),
 and Fifty-four (54), all in Tragers Subdivision of a part of Addition No
 Four (4), in that part of the City of Lawrence formerly known as North
 Lawrence, and being the homestead of the said parties of the first part.
 To Have and to Hold the same, with all and singular the hereditaments
 and appurtenances therunto belonging, unto the party of the second part
 and to his heirs and assigns forever. And the said Peter Lemmer and
 Margaret Lemmer 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 undivided 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 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 Peter Lemmer and Margaret Lemmer are justly
 indebted unto the said W. C. Beardsley in the principal sum of Three
 Hundred and Fifty Dollars, lawful money of the United States of America,
 being for a loan thereof on this day and date hereof, made by the said W. C.
 Beardsley to the said Peter Lemmer and Margaret Lemmer and secured
 to be paid by the certain promissory note of the said Peter Lemmer and Marga-
 ret Lemmer bearing even date herewith, payable to the order of the said
 W. C. Beardsley, in three (3) 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 17th day of June and
 of December 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 Three Hundred and Fifty 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