

peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided, always, and these presents are, upon the following covenants and conditions, to wit:

First, That said party of the first part is justly indebted to the said second party in the sum of Five hundred and Fifty Dollars, according to the terms of a certain mortgage note of even date herewith executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of December 1893 to the order of said second party, with interest thereon at the rate of eight per cent per annum payable semi-annually on the first days of June and December in each year, according to the terms of interest notes thereunto attached, both principal and interest being payable at Bank of Boston Safe Deposit and Trust Company, Boston, Mass., and all said notes bearing twelve per cent. interest after maturity.

Second, The party of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent. Said party of the first part will keep all fences, buildings, and other improvements on said real estate in as good repair as they are at the date hereof and permit no waste of any kind on said premises.

Third, It is agreed by said first party that the party of the second part may make any payment necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sum so paid shall become a lien upon the above described real estate and secured by this mortgage, and may be recovered, with interest at twelve per cent. in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold with or without appraisement as the owner and holder hereof may elect.

Fourth, In case of default in any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder or holders thereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder is entitled to the possession of said property by a receiver or otherwise as he may elect.

Fifth, If such payments be made as a herein specified, this covenantance shall be void, but if said principal or interest notes or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided