

first part 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 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 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 parties of the first part are justly indebted to the said second party in the sum of Four Thousand Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of February 1894, to the order of said second party, with interest thereon at the rate of six per cent. per annum, payable semi-annually on the first days of August and February 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 parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt they will keep the buildings which now are or may hereafter be erected upon said premises insured in such insurance companies as the legal holder hereof may elect, to the amount of Thirty Five Hundred Dollars; loss, if any, payable to this mortgagee or assigns, and deliver said policy or policies of insurance to this mortgagee as collateral security hereto; and said first parties agree that all insurance on said buildings shall, until said debt is paid, be made payable in like manner. The legal owner and holder hereof may, in case of loss, collect such insurance and apply it to said debt, or may deliver said policy or policies to the said parties of the first part, and require the collection of same, and application made of the proceeds as above mentioned. Said parties of the first part shall assume all responsibility of proofs, and care and expense of collecting said insurance; 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.

The following clause is here attached to original instrument.

"Continuation of clause Second. It is hereby agreed by the ~~parties of the~~ parties of the first part that upon the expiration of the present tenancy lease