

to this property (August 1889), they will thoroughly repair said building, putting it into a first class condition, and substitute a plate glass front for the present front of ordinary glass; said repairs and improvements to be made and completed within a reasonable time from said date (August 1889)."

Third. It is agreed by said first parties 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 when so paid shall become a lien upon the above-described real estate and be 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 holder hereof 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 are herein specified this conveyance 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 herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or in any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal shall immediately become due and payable, at the option of the party of the second part; and in case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, the said first parties agree to pay to the said second party and his assigns, interest at the rate of twelve per cent. per annum, computed annually on said principal note from the date thereof to the time when said principal and interest shall be fully paid; and any payments made on account of interest shall be credited in said computation, so that the total amount of interest paid shall be and not exceed the legal rate of twelve per cent.

In Witness Whereof, The said parties of the first part have herewith subscribed their names and affixed their seals on the day and year above mentioned.

Jos. Leis

Lillian R. Leis

