Provided Always. And these presents are upon this express condition. that whereas. the said William Smith and Marica T. Smith are justly indebted unto the said Nelson Beardsley in the principal sum of Fifteen 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 William Smith and Marica T. Smith and secured to be paid by the certain promissory note of the said William Smith and Marica T. Smith bearing even date herewith, payable to the order of the said Nelson Beardsley in Three years from the date thereof, at the Cayuga County National Bank in the City of Auburn and State of New York, with interest after maturity, at the rate of twelve percent. per annum until the said principal sum is fully paid. The interest on said note from date is to be paid semi-annually. on the Tenth 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 Cayuga County National Bank in the City of Auburn aforesaid and in and by said promissory note is agreed that if default be made in the payment of any interest coupon at maturity. then the said principal sum of Fifteen 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, 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 his 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 his option pay or cause to be paid the said taxes and assessments so due and payable, and charge them against said parties of the first part, and the amounts so charged shall be an additional lien upon the said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured. together with interest at the rate of twelve percent per annum, payable annually, until fully paid and discharged; but whether the party of the second part elect to pay such taxes and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of the said sum shall immediately become due and payable, and the said mortgagee or his assigns may immediately cause this mortgage to be foreclosed and shall be en-

The following is the acknowledgement to Release recorded on first page of this record

State of New York County of Cayuga ss. Be it Remembered That on this 20th day of March A.D. 1893 before me a Notary Public in and for said County and State came Nelson Beardsley to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same

In Witness Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written

(L.S.) Jay E. Storke
Notary Public

My commission expires March 30 1894

Recorded March 24th 1893

James Bogart
Register