

they have good right to grant, sell and convey the same as above conveyed, that said premises are free and clear of all liens and encumbrances whatever, that there are no unpaid taxes or assessments, nor claims or demands for work, labor or materials used in the construction of any building, machinery, improvements or repairs upon said premises whether finished or in the process of construction on the same, that the said party of the second part, its successors and assigns shall quietly and peaceably enjoy and possess said premises, and that said parties of the first part will warrant and defend the title to the same against all claims, liens or clouds whatsoever.

Provided Always, And this instrument is executed and delivered upon the following conditions, to-wit:

First, That if the said John L. Brooke and Emma S. Brooke parties of the first part, their heirs, executors, administrators or assigns shall well and truly pay, or cause to be paid to said National Building Loan and Protective Union, the party of the second part, its successors or assigns, the sum of Nine Hundred Dollars (\$900⁰⁰), with five per cent interest per annum thereon and five per cent premium per annum thereon, both before and after maturity, said interest and premium being payable monthly, on or before the last Saturday of each and every month, principal interest and premium being payable at the office of the said National Building Loan and Protective Union, at Minneapolis, Minnesota according to the conditions of a certain promissory note bearing even date herewith for the said principal sum of Nine Hundred Dollars (\$900⁰⁰) executed by said parties of the first part to said party of the second part being for the money loaned to said parties of the first part as members of said National Building Loan and Protective Union the principal of said note falling due fifty nine (59) months after date, which sum of money with said interest and premium the said parties of the first part hereby agree to pay according to the terms of said promissory note. And

Second, That said parties of the first part shall pay all taxes and assessments levied at any time upon said premises, when the same become due, all of which the said parties of the first part hereby contract to do. And

Third, That if said parties of the first part shall keep the buildings and improvements now on, or hereafter placed on said premises, continually insured to the amount of not less than Twelve Hundred Dollars (\$1200⁰⁰) in some first-class insurance company to be approved by the party of the second part, with loss, if any, payable to the said party of the second part, all of which the said parties of the first part hereby agree to do, and to deliver said insurance policy to the party of the second part. And