

party of the first part does hereby covenant and agree that at the delivery here-
 of she the lawful owner of the premises above granted and seized of a good and
 indefeasible estate of inheritance therein, free and clear of all incumbran-
 ces and that she will warrant and defend the same against all claims
 whatsoever. This grant is intended as a mortgage to secure the payment
 of the sum of five hundred dollars according to the terms of one certain
 promissory note this day executed by the said Emily J. Moyn to the said
 party of the second part. Said note being given for the sum of five hun-
 dred dollars dated January 3rd 1891 due and payable in three years from date
 thereof with interest thereon from the date thereof until paid accord-
 ing to the terms of said note and coupons thereto attached. And this con-
 veyance shall be void if such payment be made as in said note and cou-
 pons thereto attached, and as is hereinafter specified. And the said party of
 the first part hereby agrees to pay all taxes assessed on said premises
 before any penalties or costs shall accrue on account thereof, and to keep
 the said premises insured in favor of the said mortgagee, in the sum of
 five hundred dollars, in some insurance company satisfactory to said
 mortgagee, in default whereof the said mortgagee may pay the taxes and
 accruing penalties, interest and costs, and insure the same at the ex-
 pense of the party of the first part, and the expense of such taxes and ac-
 cruing penalties, interest and costs and insurance, shall from the
 payment thereof be and become an additional lien under this mort-
 gage upon the above described premises, and shall bear interest at the
 rate of 10 per cent. per annum. But if default be made in such payment,
 or any part thereof, or interest thereon, or the taxes assessed on said prem-
 ises, or if the insurance is not kept up thereon, then this conveyance
 shall become absolute, and the whole principal of said note, and in-
 terest thereon, and all taxes and accruing penalties and interest and
 costs thereon remaining unpaid or which may have been paid by the
 party of the second part, and all sums paid by the party of the second
 part for insurance, shall be due and payable or not, at the option of
 the party of the second part, and it shall be lawful for the party of the
 second part, his executors, administrators and assigns at any time
 thereafter, to sell the premises hereby granted, or any part thereof, in the
 manner prescribed by law appraisement hereby waived or not at the
 option of the party of the second part his executors, administrators
 or assigns; and out of all the moneys arising from such sale to retain
 the amount then due or to become due according to the conditions of
 this instrument, together with the costs and charges of making such
 sale, and the overplus if any there be, shall be paid by the party
 making such sale, on demand, to the said Emily J. Moyn and assigns.