

Provided Always, that if the said party of the first part shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of Nine Hundred Dollars, on the first day of October 1890, with interest from date at the rate of six per cent. per annum, payable semi-annually, on the first days of April and October in each year, according to the tenor and effect of a certain First Mortgage Note and the coupons thereto attached, executed by the said James M. Counts and Mertie T. Counts and bearing even date herewith, both principal and interest being payable to the order of the said party of the second part, at its office in Newark, New Jersey, and if the said party of the first part shall perform all and singular the covenants herein contained, then this mortgage to be void and be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant that the principal sum of said note, and any unpaid interest coupon, shall bear interest at the rate of ten per cent. per annum, from and after the time the same may become due and payable by virtue of any provision hereof.

And the said party of the first part do further covenant that they are lawfully seized of said premises, free and clear of all incumbrances, and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said party of the first part do further covenant to pay all taxes and assessments levied on said premises before the same become delinquent; and if not so paid, the said party of the second part, its successors or assigns, may pay the same, and may redeem said premises from any tax sale, and may pay and discharge any other liens which may affect the priority of this mortgage as a first lien on said premises; and all moneys paid therefor, with interest thereon, from the date of such payment, at the rate of ten per cent. per annum, shall be a lien under this mortgage on said premises.

And the said party of the first part do further covenant to procure and maintain policies of insurance on the buildings erected and to be erected on the above described premises, against loss or damage by fire, in such companies and for such an amount as may be required by the said party of the second part, its successors or assigns, and assign and deliver all policies of insurance, or the renewals thereof, on said buildings, whether in excess of the amount of said note or not, to the said party of the second part, its successors or assigns, as collateral security for the payment of the debt hereby secured; and in default thereof, the said party of the second part, its successors or assigns, may effect and maintain such insurance; and all moneys paid therefor, with interest thereon, from the date of such