

thereof, and are seized of a good, sure, perfect and indefeasible estate of inheritance therein, in fee simple; that they have good right, full power and lawful authority to grant, bargain, sell and convey the said premises and every part thereof to the said party of the second part, in manner and form aforesaid; that the said premises are free and clear from all taxes, liens and incumbrances whatsoever, and that the said parties of the first part will ever warrant and defend the same to the party of the second part, its successors and assigns against all claims whatsoever. Provided always, and these presents are upon this express condition, that if Christopher C. James one of said parties of the first part, his heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of four thousand (4000) dollars as follows, viz: Five Hundred (500) dollars thereof at the expiration of one (1) year, Six Hundred (600) dollars thereof at the expiration of two (2) years, Seven Hundred (700) dollars thereof at the expiration of three (3) years, One Thousand (1000) dollars thereof at the expiration of four (4) years and the remaining Twelve Hundred (1200) dollars thereof at the expiration of five (5) years from the date of these presents with interest thereon until paid at the rate of six and one half (6½) per centum per annum, payable semi-annually on the first day of April and of October in each and every year, both principal and interest payable at the office of said Company, in the City of Milwaukee, according to the condition of a bond bearing even date herewith, executed by Christopher C. James, one of said parties of the first part, to the said party of the second part, and shall moreover keep such insurance as is above mentioned, and keep the policy or policies thereof assigned as aforesaid, and shall annually pay all taxes and assessments on said real estate, together with any lien claim thereon, and procure and deliver the receipts therefor as aforesaid; then these presents, and the said bond or writing obligatory, shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance money, taxes, assessments or lien claims), at the time or times when the same shall become due, agreeably to the terms and conditions of these presents, or of the aforesaid bond, or any part thereof, then, in such case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of such option being hereby expressly waived); and the same, together with all sums of money which may be paid by said party of the second part, its successors or assigns, for or on account of insurance, taxes, assessments, lien claims or prior liens, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at