

against all claims whatsoever. Provided Always, and these presents are upon this express condition, that if James T. Deary, 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 Eighteen hundred (1800) dollars at the expiration of five (5) years from the date of these presents with interest thereon, until paid at the rate of seven (7) per centum per annum, payable semi-annually on the first day of January and of July in each and every year, both principal and interest payable at the office of said company, in the City of Milwaukee, according to the conditions of a bond bearing even date herewith, executed by James T. Deary 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 obligation, 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 the time when any such failure in any payment shall occur as aforesaid and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, taxes, assessments, lien claims or prior liens, and officers' fees and expenses on account thereof, with interest at the rate aforesaid; and it shall be lawful in such case for the said party of the second part, its successors or assigns, to grant, sell and convey the said real estate, with the appurtenances thereunto belonging, at public auction or vendue; and on such sale to make and execute to the purchaser or purchasers, his, her, or their heirs and assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such