

the quiet and peaceable possession of said party, of the second part, her heirs and assigns, forever, against the lawful claims of all persons whatsoever.

Provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit: First. Said Thomas J. Liggett and Celia E. Liggett are justly indebted unto the said party of the second part in the principal sum of Six hundred dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of One certain first mortgage real estate note numbered One, executed and delivered by the said parties of the first part, bearing date January 28th 1891, and payable to the order of the said L. E. Peter at her office Denver Colorado five years after date with privilege at the expiration of Two (2) years to pay one hundred dollars \$100 or more when and interest payment comes due, to be credited on the principal note of \$600 with interest thereon from date until maturity at the rate of seven per cent. per annum, payable semi-annually, on the 28th days of July and January in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to the said principal note, and seven date thereon, and payable to the order of said L. E. Peter at same place and ten per cent. after maturity. Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof. Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid. Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be