

delivery hereof, they are the lawful owners of the premises above
 granted, and seized of a good, and indefeasible estate of in-
 heritance therein; that they have good right to sell and convey
 said premises, subject however to a prior mortgage of \$2000.⁰⁰
 made to Edward Russell dated February 27th 1885 and now owned
 by E. V. Metcalf. This grant is intended as a mortgage to
 secure the payment of the sum of one hundred and forty
 two & ⁵⁰/₁₀₀ dollars, according to the terms of ten certain mortgage
 notes this day executed by the said parties of the first part,
 all dated March 20, 1878, payable to Irving V. Metcalf or order,
 at the Importers and Traders National Bank, in New York
 City. Now if such payment be made as herein specified, this
 conveyance shall be void, and shall be released upon demand
 of the parties of the first part. But if default be made in the
 payment of said principal sum or sums, or any part thereof,
 or any interest thereon, or if default be made in the payments
 upon the first mortgage or any agreement therein, then this
 conveyance shall become absolute, and the whole of said princi-
 pal and interest shall immediately become due and payable
 at the option of the party of the second part, and in case of
 such default of any sum contracted to be paid, for the
 period of ten days after the same becomes due, the said first
 part agree to pay to said second party or his assigns, interest
 at the rate of ten per cent. per annum computed annually
 on said notes from the date thereof to the time when the money
 shall be actually paid, and any payment made on
 account of interest shall be credited in said computation, so
 that the total amount of interest collected, shall be, and not
 exceed the legal rate of ten per cent; but the party of the second
 part may pay any unpaid taxes charged against said
 property, or may pay the interest coupons past due, and
 also one year in advance, upon the first mortgage, and
 may pay for any insurance required under the first mortgage
 and may recover for all such payments, with interest at ten
 per cent. in any suit for foreclosure of this mortgage; and
 it shall be lawful for the party of the second part, his directors,
 administrators and assigns, at any time thereafter, to sell
 the premises hereby granted, or any part thereof, in the manner
 prescribed by law, appraised or unappraised, at the option
 of the party of the second part, and out of all the money arising
 from such sale to retain the amount then due or to become
 due according to the conditions of this instrument, and interest
 at ten per cent. per annum, from the time of said default
 until paid, together with the costs and charges of making such
 sale. In witness whereof, the said parties of the first part have
 hereunto set their hands and seal the day and year first
 above written.

D. K. Henry (seal)
 Delia S. Henry (seal)