

part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always and these presents are upon the following covenants and conditions, to wit: First. That said parties of the first part are justly indebted to the said second party in the sum of Sixteen Hundred Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of April 1910 to the order of said second party, with interest thereon at the rate of Five per cent per annum, payable semi-annually on the first days of April and October in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at such place as the legal holder of the principal note may from time to time in writing designate, and in default of such designation, then at Massachusetts National Bank, Boston, Mass., and all said notes bearing ten per cent interest after due. Second. The parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt they will keep all fences, buildings and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

Third. It is agreed by said first parties that the party of the second part, or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of such foreclosure, said real estate shall be sold without appraisement. Fourth. In case of default of any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder is entitled to the possession of said property, by a receiver or otherwise as he may elect. Fifth. If such payments be made as herein specified, this conveyance shall be void; but if said principal or interest