

are free and clear from all liens and incumbrances that he will warrant and defend the title to said premises against the lawful claims of all persons who may assert and the said party of the first part hereby expressly relinquish release and convey all right of homestead exemption and every contingent right in and to said premises. This instrument is executed and delivered upon the following conditions to wit

First said first party agree to pay said second party or order One Hundred Thirty one & ³⁷/₁₀₀ Dollars in Ten installments according to the terms of a promissory note executed and delivered by said Calvin S. Hicks and Annie Hicks to said second party and bearing even date herewith

Second This Mortgage is made subject to prior mortgage to New England Loan and Trust Company for \$1300⁰⁰ and it is hereby stipulated that in case of failure by the first party to pay any interest or other payments provided for in said prior mortgage when the same shall become due and payable in accordance with the terms thereof or failure to keep and perform any of the covenants conditions stipulations and agreements therein contained and agreed to this mortgage shall become due and payable at once at the election of the holder hereof without notice to the first party and this mortgage may thereupon be foreclosed immediately for the whole of said money secured thereby with interest and costs or the holder hereof may ^{pay} such interest and payments as may become due and payable under the provisions of said prior mortgage and the amount so paid shall be a lien under this mortgage the same as though this mortgage was made to secure said payments and all of the provisions of this mortgage are expressly made to apply to such payments when made by the party of the second part or their assigns

Third The said first party further agree that if they shall fail to pay said money or any installment thereof when the same becomes due or shall fail to pay all taxes and assessments levied on said property before the same become delinquent or shall fail to perform or comply with any of the foregoing conditions or agreements then the whole sum of money herein secured shall become due and payable at the election of the holder hereof without notice of such election to the first party and this mortgage may thereupon be foreclosed immediately for the whole of said money interest and costs and the whole of said money shall bear interest at twelve per cent per annum from date hereof until paid. The foregoing conditions being kept and performed this conveyance to be void