of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage recorded in Book 1 of Mortg.r at page 187 that he has good right to sell and convey said premises and that he will Warrant and Defend the same against the lawful claims of all persons
This Grant is intended as a Mortgage to secure the pay=-ment of the sum of Eleven hundred Dollars and interest thereon according to the terms of one certain mortgage note and 5 interest notes or coupons this day executed by the said Harris to G. W. Shurtleff treas.r towit
Note No 1 for Eleven hundred Dollars due on or before June 1st 1888 all dated June 1st 1883 payable to Geo Shurtleff Treas.r or order at the Merchants Bank Lawrence Mas. with N.Y. exchange with interest payable annually on the first day of June in each year according to coupons attached to said note The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent
Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided then this conveyance shall become absolute and the whole of said principal 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 covenanted to be paid for the period of ten days after the same becomes becomes due the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and any pay=-ments 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 12 per cent but the party of the second part may pay any unpaid taxes charged against said property and may recover for all such payments with interest at twelve per cent in