

every part thereof, and are seized of a good, sure, perfect and indefeasible estate of inheritance therein, in fee simple; that they have good right, full power and lawful authority to grant, bargain, sell and convey the said premises and every part thereof ~~XX~~ to the said party of the second part, in manner and form aforesaid; that the said premises free and clear from all taxes, liens and incumbrances whatsoever; and that the said parties of the first part will ever warrant and defend the same to the party of the second part, its successors and assigns, against all claims whatsoever. Provided always, and these presents are upon this express condition, that if William Sutton, one of said parties of the first part, his heirs, executor or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of twenty-five hundred dollars at the expiration of five years from the date of these presents, with interest thereon until paid, at the rate of five per centum per annum, payable semi-annually on the first day of April and of October in each and every year; with the privilege of paying one hundred dollars, or more, of said principal sum on any interest paying day after one year from the date hereof and before maturity; both principal and interest payable at the office of said Company, in the City of Milwaukee, according to the condition of a promissory note bearing even date herewith, executed by William Sutton, one of said parties of the first part, to the said party of the second part; and shall moreover keep in force such insurance as is above mentioned and deposit the policy or policies thereof as above provided, and shall annually pay all taxes and assessments on said real estate, including all taxes and assessments assessed or levied upon or against this mortgage or the debt hereby secured, or upon the mortgage interest of the party of the second part in said premises, and procure and deliver the receipt therefor as aforesaid, and shall pay all lien claims and prior liens against said property, and pay all costs, expenses and attorney's fees on account of any litigation or legal proceedings involving in any way the debt or moneys hereby secured, or the aforesaid described premises, or this mortgage, as hereinbefore provided, then these presents, and the said note, shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance money, taxes or assessments aforesaid, lien claims or prior liens against said property, or costs, expenses and attorney's fees on account of litigation or legal proceedings involving the debt or moneys hereby secured, or the aforesaid described premises, or this mortgage) at the time or times when the same shall become due, agreeably to the