

secured hereby, and from the time of payment thereof by the said party of the second part, its successors or assigns, the sums so paid shall bear interest at the same rate as the principal debt hereby secured; and the said parties of the first part, for themselves, their heirs, executors, administrators and assigns, covenant and agree with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents they are the true, lawful and rightful owners and proprietors of the said premises above described, and 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 to the said party of the second part, in manner and form aforesaid; that the said premises are 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 Howard H. Smith, one of said parties of the first part, his heirs, executors 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 Five Thousand 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, 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 Howard H. Smith, one of said parties of the first 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 if the second part in said premises, and procure and deliver the receipts 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 herein before provided, then these presents and the said note, shall cease and be null and void. But in case of the non-payment