

the second part, its successors and assigns, that, at the time of the en-
 sealing and delivery of these presents they are the true lawful and rightful ow-
 ners 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 succe-
 sors and assigns, against all claims whatsoever. Provided Always, and these
 presents are upon this express condition, that if Peter E. Emery 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 Nine thousand dollars as follows, viz:
 Five hundred dollars thereof at the expiration of five years; Five hundred
 dollars thereof at the expiration of seven years and the remaining Eight
 thousand dollars thereof at the expiration of ten 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 the unmatured portion of said principal sum at
 the end of one year from date hereof and on any interest paying day there-
 after before maturity; both principal and interest payable at the office of
 said company, in the city of Milwaukee, according to the condition of a prom-
 issory note bearing even date herewith, executed by Peter E. Emery, 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 premi-
 ses, 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 proceed-
 ings 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, insur-
 ance 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