TO HAVE and to HOLD the same with all and singular the hereditaments and d appurtenances thereunto belonging or in anywise appertaining, and all rights or homestead exemption unto the said party of the second part and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns forever against the lawful claims of all persons whomsoever.

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PROVIDED ALWAYS and these presents are upparthe following agreements cov-

FIRST That the parties of the first part are justly indebted to the part ty of the second part in a sum of Sixteen Hundred Dollars according to the terms of one certain mortgage note of even date herewith executed by said parties of the first part in consideration of the actual loan of the disting and payable on the first day of April 1928 to the order of the said party of the second part with interest a diverse at the rate of 5½ per cent per annum payable annually on the first days of April in each year according to the terms of interest notes thereunto attached; both prinoipal and interest and all other indebtedness according hereunder being payable in la mawful money of the United States of America, at National Bank Of Commerce New York N.Y. or at such place as the legal holder of the principal note may in writing designate and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences buildings and improvments on the said premises in as good repair as they are at the date hereof; to permit nowaste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the ampunt of Fifteen Hunderd Fifty Dollars, in insurance companies acceptable to the party of the second part with policies payable, in case of loss to the amounty then secured by this mortgage; to assigns and deliver to it with satisfactory mortgagee clauses all the polocies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect due insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part the insurance moreys shall be applied either on the indebtedness secured hereby or in rebuilding. THIRD. That the party of the second part may make any payments necessar-

y to remove or extinguish any prior or outstanding title lies or incumbrance on