to his heirs and assigns forever. And the said parties of the first part covenant with the said party of the second part, as follows:
First.- That they have good right to sell and convey said premises.
Second.- That the said premises are free from encumbrance.
Third.- That they will warrant and defend the title against the lawful claims of all persons.
Fourth.- That they will pay to said second party, or order, at the office of the Eastern Banking Company, Boston, Mass. Sixteen Hundred dollars in three annual payments: viz. 533.$\frac{33}{100}$ Dollars on the eight day of May in each of the years A.D. 1885. 1886 and 1887 with interest thereon from date, until paid, at the rate of seven per cent. per annum, payable annually as aforesaid, on the eighth day of May in each year, and in accordance with the three promissory notes of the said first parties, with coupons attached, of even date herewith.
Sixth.- In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the 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. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and shall not exceed, the legal rate of 12 per cent.
Seventh.- The said first parties agree to pay all taxes and assessments levied upon said Real Estate before the same becomes delinquent, and, if not paid, the holder of this mortgage may, without notice, declare the whole sum of money herein secured due and collectible at once, or may elect to pay such taxes or assessments, or, if the said Real Estate is sold for taxes may redeem the same, and be entitled to interest on all amounts so paid at the rate of 12 per cent. per annum and this mortgage shall stand as security for such payments, with said interest.
Eighth.- The said first parties agree to keep all buildings, fences, and other improvements on said Real Estate, in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place, and such as shall be necessary for fire-wood for the use of the grantor's family;
Ninth.- The said first parties agree that if the maker of said note shall fail to pay any of said money, either principal or interest, within thirty days after the same becomes due, or to