

lawful claims of all persons whomsoever.

provided. Always and this instrument is made
executed and delivered upon the following conditions to
wit:

First; The said party of the first part is jointly indebted unto the said party of the second part in the principal sum of Twenty five Hundred Dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said party of the first part and payable according to the tenor and effects of one certain real estate mortgage bond numbered 3364 executed and delivered by the said party of the first part bearing date January first 1895 and payable to the order of the said party of the second part the first day of January A.D. 1890 at the Third National Bank in the City of New York with interest thereon if paid at maturity at the rate of eight per cent per annum payable semi annually on the first days of July and January in each year and twelve per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to the principal bond and given date therein payable to the order of the said party of the second part at the Third National Bank in the City of New York. It is agreed that in case the interest upon said principal bond or any of said coupons or any portion thereof shall remain unpaid for the space of ten days then at the election of the said party of the second part the whole amount of said bond together with all accrued interest and all the sum or sums secured by this mortgage deed shall become at once due and payable without notice and may be collected in like manner as if said principal bond were past due.

Second; Said party of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified and if not so paid the said party of the second part or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured at once due and payable or may elect to pay such taxes assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of twelve per cent. per annum. But whether the legal holder or