defend the same against the lawful claims of all persons.
This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars and interest thereon according to the terms of 3 certain mortgage notes and 4 interest notes or coupons this day executed by the said Warren P. Briggs said notes being given in purchase of above described land to wit;
Note No. 1. for One Hundred and fifty Dollars due July 1st 1885
Note No. 2 for Two Hundred Dollars due January 1st 1886
Note No 3 for Two Hundred and fifty dollars due January 1st 1887.
all dated January 1st 1881 payable to Gilbert and Gay or order at the Hurlbut National Bank West Winsted Conn. with interest payable annually on the first days of January in each year according to coupons attached to said notes. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent. Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part and in case of such default of any sum covenanted to be paid for the period of ten days, after the same becomes due the said first parties agree to pay to 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 and any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of 12 per cent; but the party of the second part may pay any unpaid taxes charged against said property and may recover for all such payments with interest at twelve per cent, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement waived or not at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve per cent. per annum from the time of