

pay unto the said party of the second part, or his legal representatives, or assigns, the said sum of money mentioned in the note above mentioned and described, and the interest thereon, at the time and in the manner mentioned in the said note, according to the true intent and meaning thereof; that then and from thence forth these presents, and the estate hereby granted, shall cease, determine and be utterly null and void; anything hereinbefore contained to the contrary in anywise notwithstanding.

And the said party of the first part hath hereby covenant, grant, promise and agree, to and with the said party of the second part, that they will well and truly pay unto the said party of the second part the sum of money mentioned in said note and the interest thereon according to the condition thereof; and that the said premises hereby conveyed now are free and clear of all encumbrances whatsoever, and that they have good right and lawful authority to convey the same in manner and form as the same are hereby conveyed.

And if default shall be made in the payment of the said sum of money above mentioned, or in the interest which shall accrue thereon, or of any part of either, that then and from hence forth it shall be lawful for the said party of the second part, and his assigns, to sell, transfer, and set over all the rest, residue and remaining term of years then yet to come, and all the other right, title and interest of the said party of the first part or in, and to the same, at private sale upon giving the thirty days notice to the said party of the first part, or at public auction according to law.

And as the attorney, or attorneys, of the said party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from said sale, to retain the principal and interest which shall then be due on the said note, together with the costs and charges of advertisement and sale of said premises, rendering the overplus of the purchase money, if any there shall be, unto the said party of the first part, their heirs, executors, administrators or assigns; which sale so to be made, shall forever be a perpetual bar, both in law and equity, against the ^{said} party of the first part, their heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under them or any of them.