

For the said second party or his successors in trust, or the holder of said
 indebtedness, or any part thereof, or his or their heirs, assigns, or
 and substitute any other person or trustee to act instead of the party,
 the second party who shall upon such appointment succeed to
 and to exercise with all the rights, power and authority conferred
 upon the second party by these presents, and shall do the same
 in trust for the party of the second part in all respects, and pass
 power and authority to make such appointment or hereby given
 as aforesaid.
 And if by reason of delay of payment, the first interest note shall
 with the amount to more than eight per cent interest per
 annum on the principal sum from date of acceptance of this
 deed of trust by said trustee or beneficiary to date of maturity
 of said interest note or notes, then it is agreed between the
 parties that at the time of such acceptance said interest note
 or notes shall be credited with or entitled to a credit sufficient
 to make it equivalent to the interest note or notes.
 It is further agreed that the parties, that not more than eight per cent
 interest per annum shall be paid or received, and all amounts
 any money paid or received or agreed to be paid or received
 the indebtedness or interest hereby secured, or any agreement
 herein, shall be credited or applied to carry out and effect
 such action and agreement in any action, proceeding or
 settlement hereon or hereunder or in any way relating to
 this deed or said note.
 And for as much as said John & Sons hereby
 expressly release and convey unto the said second party and
 his assigns all his right of dower or other interest or estate
 in or to said lands, all right of appointment and redemption
 and heretofore provided for by the laws are hereby waived by
 the mortgagee herein.
 Now, of the covenants aforesaid above the said and Truly Right
 by the said party of the first part and legal representatives,
 then the property herebefore conveyed shall be released
 and the cost of the said party of the first part
 the mortgagee, the said party of the first part heretofore
 heretofore as his heretofore heretofore and in the day and
 year first above written.
 Witness my hand and seal of office this 10th day of June 1880
 at New York, New York
 John A. Banta
 (Seal)