

adverse possession of same, and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

Provided, Always, and these premises are upon the express conditions, that, whereas, the said party of the second part, at the special instance and request of said parties of the first part, loaned and advanced to E. D. Smyth and J. F. Smyth the sum of fifteen hundred dollars.

And whereas, said parties of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the buildings thereon constantly insured in such company or companies as said second party may designate, and their policy or policies of insurance constantly transferred to said party of the second part, its successors or assigns, and also to keep said lands and improvements thereon free from all statutory lien claims of every kind, and in any or either of said agreements to not, personally or by or for said party of the second part, its successors or assigns, may pay such taxes and assessments, and may effect such insurance, for such sum, paying the costs thereof, and may also pay the final judgment for any statutory lien claims, and may invest such sums as may be necessary to protect the title or possession of said premises, including all costs, and for the repayment of all moneys so expended together with the charges thereon as provided by the Constitution and by Laws of the said Association, these parties shall be bound.

And whereas, the said E. D. Smyth and J. F. Smyth did on the twentieth day of January 1885, make and deliver to the Board of Directors of the said Association, a certain