their heirs, executors and administrators, hereby covenant with the party of the second part that they have a good and perfect right to sell and convey said premises as the same are therein sold and conveyed, that the same are free, clear and discharged from any and all liens, charges and incumbrances, and that they are in the lawful and peaceable use, occupation and enjoyment thereof and further covenant with the party of the second part, his heirs and assigns that the said party of the second part, his heirs and assigns, are hereby vested with an estate in fee simple in and to said above described tract or parcel of land.

The above conveyance is made in trust, however, upon the following conditions: That if the parties of the first part shall well and truly pay and discharge said note, according to the true tenor and effect thereof, when the same falls due, then this obligation to be null and void, otherwise to remain in full force and effect: and, on the payment of said note according to the true tenor and effect thereof as herein provided, the party of the second part hereby covenants with the parties of the first part to reconvey to the parties of the first part, by good and sufficient deed, all his right title interest and estate in and to said above described tract or parcel of land.

It is understood and agreed on by and between the parties hereto that if the parties of the first part shall fail or neglect to pay any of the installments due on said note above described, as the same respectively fall due, then in that event the whole of said sum shall at once become due and payable, at the election of the party of the second part.

It is further understood and agreed on by and