

said The Deming Investment Company, and to its successors and assigns forever, Provided, nevertheless, and these presents are made by ^{said} first party upon the following covenants and conditions, to-wit:

The said first party covenants and agrees:

First. That they are lawfully seized in fee of the premises hereby conveyed; that they have good right to sell and convey the same as foresaid; that the said premises are clear of all encumbrances; and that they and their heirs, executors and administrators will forever warrant and defend the title to the said premises against all claims and demands,

Second. That said first party will pay to said first party or order the sum of twenty four hundred dollars, with interest thereon from Jan 10, 1923, until due, at the rate of six per cent per annum, payable semi-annually, on the first day of February and August, in each year, and in accordance with 6 certain promissory notes of the said first party, with 45 coupons attached, said notes and coupons being of even date herewith and bearing interest after maturity at the rate of ten per cent per annum, payable semi-annually, and this mortgage secured all renewal principal or interest notes that may hereafter be given in event of extension of time for the payment of said principal debt.

Third: That said first party will keep all buildings, fences, sidewalks, and other improvements on said real estate in as good repair and condition as the same as at this date, and permit no waste, and especially permit no cutting of shrubbery, fruit of shade trees; that they will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or render said premises unfit for general business or residence purposes, that they will permit no unnecessary accumulation of combustible material upon said premises, that they will constantly keep in proper order all pipes, connections, fixtures, and attachments of every kind relating to the plumbing for the use of natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage of undue risk in the property thereby and will keep all electric light wires and connections in safe condition and properly insulated; the second party reserving for itself and successors the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.

Fourth. The first party hereby agrees to pay, before the same shall become delinquent, all taxes, charges, or assessments assessed or levied under the laws of this State and of the United States of America, upon the above described property, or any part thereof, or any interest therein, or upon this mortgage, except the mortgage registration tax, and should the first party fail to pay for such taxes, charges or assessments, as above specified, and allow the same to become delinquent, the holder may, at its option, pay such delinquent taxes, charges of assessments, and such interest or costs as may have accumulated thereon by force of law, and the amount so paid, with interest thereon at 10 per cent per annum from the date of such payment, shall be secured by the lien of this mortgage, and be collected by foreclosure thereof; and such payment shall not be a waiver of the breach of the foregoing conditions.

Fifth; The first party agrees to procure and keep in force, insurance against loss by fire, lightning and windstorm, in the sum of four thousand dollars, on the buildings or of hereafter erected on the property, to be written in some responsible old-line company approved by the holder hereof, and each policy to have second party's form of subrogation clause attached. All policies taken out or issued on the