

TO HAVE AND TO HOLD the above granted premises, with appurtenances, rights and privileges, unto the said Mrs. James G. Nugent his heirs, executors, administrators and assigns, forever. COMPARED

PROVIDED ALWAYS, This conveyance is made upon the following conditions and covenants, to-wit:

First: Said first party hereby covenants and agrees, that he is lawfully seized in fee of the premises hereby conveyed, and that he has good right to sell and convey the same as aforesaid; that the said premises are free and clear of all incumbrances; that he will forever warrant and defend the title to the said premises against all lawful claims and demands.

Second: That he will pay to said second party, or order, Two Thousand DOLLARS with interest thereon from February 19, 1923 until paid, at the rate of eight per cent per annum, payable semi-annually on the 19th day of August and February in each year, in accordance with one certain promissory note of the said first party, due February 19, 1926, with interest coupons attached of even date herewith.

Third: That during the continuance in force of this instrument, the said first party will pay all taxes, charges, assessments, rights or impositions, general or special, whether municipal, county, state or federal, that may be levied upon said real estate, when the same shall become, by law, due and payable, and that first party will exhibit once a year, on demand, receipts of the proper persons, to said party of the second part, his heirs, executors, administrators or assigns showing payment thereof, until the indebtedness hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanic's liens and all other liens, and to preserve and protect the security hereunder against any adverse, superior or intervening claim or interest.

Fourth: That said first party will keep all buildings, fences, side-walks and other improvements on said real estate, in as good repair and condition as the same are in at this date, and permit no waste; that he 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 unfit said premises for general business or residence purposes; that he will permit no unnecessary accumulation of combustible material upon said premises; that he 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 both, water supply and sewerage, furnace, steam pipes and boilers so as to prevent damage or undue risk to the property thereby, and will keep all electric light wires and connections in safe condition and properly insulated; the party of the second part reserving for himself and his representatives, the right to enter upon and inspect the premises at any reasonable hours and as often as he, or they, may desire.

FIFTH: That said first party will, at once, insure the buildings upon said premises against loss by fire, lightning and wind storms, to the amount of \$2000.00, in insurance companies approved by said second party, and at once deliver all policies, properly assigned, to said second party as collateral and additional security for the payment of said debt, interest, and all sums secured hereby, and will so maintain such insurance until said debt is paid, and if default is made therein, then said second party may so insure and re-insure said buildings, acting as agent for said first party in every particular; that every insurance policy on said premises, issued before said debt is paid, shall be assigned as collateral security to the party of the second part, or assigns, as above provided, and whether the same have been actually assigned or not, they shall, in case of loss, be payable to said second party, or assigns, to the extent of their interest as mortgagee in said premises; and that said second party or assigns may assign said policies as agent of said first party to any subsequent purchaser of said premises; and that in the event of loss