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SUMMARY

MORTGAGE

the performance of any obligations herein undertaken to be made or performed by parties of the first, or to protect the title or estate hereby conveyed, or in the employment of agents or attorneys, all money so advanced or expended shall be charged and secured by this indenture in the same manner as said bonds and coupons, but shall have priority over such bonds and coupons, and shall be repaid by first parties upon demand, with interest at the rate of eight per cent (8%) per annum. As between the parties to this indenture and all purchasers of properties sold under any provision hereof, the legality and validity of all taxes assessments and liens shown by usual public books or records, shall by such books and records be conclusively established, and proper and regular receipts for such other payments or advances shall be prima facie evidence of the validity of such claims and of the time and amount of such payments.

WARRANTY.

SECTION VIII. The parties of the first part hereby covenant that said first parties are possessed of all the property hereby conveyed, and have full power to convey the same as herein set out and will forever warrant and defend the title to said property and the peaceable and quiet possession thereof against all and every person or persons lawfully claiming or to claim the whole or any part thereof, subject to the easements hereinbefore mentioned.

TAXES AND
LIENS.

SECTION IX. It is hereby covenanted and agreed by said parties of the first part that the estates and properties hereby conveyed and transferred are free and clear of all general and special taxes or assessments, mechanic's liens or encumbrances of any kind whatsoever prior to the lien hereof; that said parties of the first part will promptly pay and fully discharge, before they become delinquent, all general and special taxes, levies, assessments, liens and encumbrances of every nature whatsoever, which may, during the lien hereof, be or become a lien upon or against the properties hereby conveyed, or any part thereof or against the improvements or fixtures now or hereafter erected thereon and will not suffer any mechanics' or other liens having priority over the lien of this indenture to attach to any of said properties, and will furnish annually to the Bennett Mortgage Company, or the Trustee, receipts or other sufficient and satisfactory evidence of such payments, discharge and freedom from all general and special taxes, mechanics' or other liens or encumbrances.

ADDITIONAL
CONVEYANCES.

SECTION X. Said parties of the first part covenant to cause this deed and any instrument of further assurance, to be properly recorded, and, upon the request of the Trustee, to do and perform all acts necessary and proper to keep valid the lien hereby created or intended to be created, and at any time hereafter to convey to the Trustee by proper instrument of assignment from time to time, all leases or sub-leases now or hereafter upon and to the said properties, and as often as may be necessary, to make, execute and deliver to the Trustee such other or further Deed, or Deeds, conveyances or assurances as said Trustee may, upon advice of counsel, reasonably demand, for the purpose of carrying into full effect the objects and purposes of this indenture.