

475

with the northerly line of said Lot a distance of 90 feet, thence in a Northerly direction parallel with the westerly line of said Lot, a distance of 66/100 feet, thence in an Easterly direction parallel with the Northerly line of said lot, a distance of 50 feet to the Easterly line of said Lot, thence in a northerly direction along the Easterly line of said Lot to the place of beginning according to the official plat thereof, and warrant the title to the same.

TO HAVE AND TO HOLD The above granted premises, with appurtenances, rights and privileges, unto the said A. H. BYNUM, R. R. BYNUM, G. T. Bynum and ZELLA R. WOODARD, their heirs, executors, administrators and assigns, forever.

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

First: Said first parties hereby covenant and agree that they are lawfully seized in fee of the premises hereby conveyed, and that they have good right to sell and convey the same as aforesaid; that the said premises are free and clear of all incumbrances; That they will forever warrant and defend the title to the said premises against all lawful claims and demands.

Second: That they will pay to said second parties, or order, Two Hundred Thousand Dollars (\$200,000.00), with interest thereon from September 18, 1923, until paid, at the rate of six per cent (6%) per annum, payable semi-annually, in accordance with a certain installment promissory note, or bond, of said first parties, the installments being due on the 18th day of each and every month, beginning October 18, 1923.

Third: That during the continuance of this instrument, the said first parties 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 parties will exhibit once a year, on demand, receipts of the proper persons, to said parties of the second part, their heirs, executors, administrators or assigns showing payment thereof, until the indebtedness hereby secured shall be fully paid. Second parties agree to reimburse first parties to the amount of one-half of the general taxes for 1923. The said first parties further agree 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 parties will keep all buildings 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 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 unfit said premises 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, 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 parties of the second part reserving for themselves and their representatives, the right to enter upon and inspect the premises at any reasonable hours and as often as they may desire.

Fifth: that said first parties will, at once, insure the buildings upon said premises against loss by fire, lightning and wind storms, to the amount of Thirty-five Thousand Dollars (\$35,000.00), in insurance companies approved by said second parties, and at once deliver all policies, properly assigned, to said second parties as collateral and additional