

more particularly described as follows: Beginning at a point on the Easterly line of said Lot Thirty Seven and a Half ($37\frac{1}{2}$) feet Southeasterly from the Northeasterly corner thereof; Thence Southwesterly parallel with the Northerly line of said lot, One Hundred (100) feet; Thence Southeasterly, parallel with the Easterly line of said lot, Thirty Seven and a half ($37\frac{1}{2}$) feet Thence Northeasterly, parallel with the Northerly line of said lot, One Hundred (100) feet to the Easterly line thereof: Thence Northwesterly along said Easterly line Thirty Seven and a half ($37\frac{1}{2}$) feet to the place of beginning. according to the official plat thereof, and warrant the title to the same.

TO HAVE AND TO HOLD THE PREMISES above described, together with all rights and claims of Homestead Exemption of the said party of the first part, his heirs, executors administrators or assigns herein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption in anywise appertaining and belonging to said The Deming Investment Company, and to its successors and assigns forever: Provided, Nevertheless, this conveyance is made upon the following covenants and conditions, to-wit:

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

SECOND: That it will pay to said second party or order Thirteen Hundred Dollars, with interest thereon from April 15th 1909, until paid at the rate of Six per cent. per annum, payable semiannually, on the first day of April and Oct. in each year, and in accordance with three certain promissory notes of the said first party, with 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 or assessments, general or special, that may be levied upon said real estate by the authority of the town, or city in which said real estate is situated, or any part thereof, when the same shall become by law due and payable, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or his assigns, and all taxes levied upon said mortgage; and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid; and that first party will exhibit once a year, on demand, receipts of the proper persons to said party of the second part, its successors or assigns, showing payment thereof, until the indebtedness hereby secured shall ^{fully} have been 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, sidewalks 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, and especially no cutting of shrubbery, fruit or shade trees/ that it 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 it will permit no unnecessary accumulation of combustible material upon said premises; that it will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of natural or manufactured gas or both, water supply and sewerage, furnances, steam pipe 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.