

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} the rights and claims of Homestead exemption of the said party of the first part, ~~his~~ heirs, executors, administrators ^{or} and assigns therein, 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 Fourteen Hundred no/100 Dollars, with interest thereon from April 15th 1909, until paid at the rate of 6 per cent. per annum, payable semi-annually, on the first day of April and October in each year, and in accordance with ^{three} certain promissory notes of the said first party, with coupons attached, of even date here with.

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 situate, 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} and 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, 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} said 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, furnaces, steam piles and boilers, so as to prevent damage and 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, in the amount of \$1800.00 in insurance companies approved by said second party, for not less than a three year term, 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 second party in every particular; that every