

together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

To have and to hold the above bargained premises unto the said party or the second part his successors and assigns to the sole and only proper use, benefit and behoof of the said party or the second part his successors and assigns forever; and the said parties of the first part do covenant with the said party or the second part his successors and assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever, and that they will, and their heirs, executors, and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever

Provided Always, and these presents are upon the express condition that if the said parties of the first part shall and do well and truly pay or cause to be paid to the said party or the second part his successors or assigns the sum of Fifteen Hundred (1500) Dollars, with interest according to a certain promissory note bearing date herewith, executed by Burrell C. Hudson and ----- Hudson, his wife, to said party or the second part, his successors, and assigns, to which these presents are collateral and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments or whatsoever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises, above described, including the taxes upon the mortgage interest of said party or the second part in and to said premises, by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible insurance company, to be approved by the party or the second part, against loss and damage by fire, in the sum of at least-----dollars, for the benefit of the party or the second part his successors and assigns; and assign and deliver the policy and certificates thereof to the party or the second part his successors and assigns; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is hereby expressly agreed, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party or the second part, his successors and assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premiums or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand with interest at ten (10) per cent per annum.

AND IT IS ALSO AGREED, That should any default be made in such payment of the taxes and assessments as above provided or any part thereof, then and in such case it shall be lawful for the party or the second part, his successors and assigns, without prejudice to any rights which he might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises added to the amount secured by these presents and shall be payable on demand, with interest at ten (10) per cent per annum.