

106 ELLER with all the easements, ways, rights, privileges and appurtenances to the same belonging, including, but not limited to, all and singular the improvements and buildings now and hereafter thereon, and together also with all shades, walls, roofs, carpeting, screens and sash, awnings, plants, shrubs, landscaping, cleaners, plumbing material, gas and electric equipment, and all heating, cooling, air conditioning, and lighting fixtures, equipment and apparatus now or hereafter attached to or used in connection with said property, all of which shall be deemed realty and conveyed by this mortgage and all of the income, rents and profits which may arise or be had from any portion or all of said property.

TO HAVE AND TO HOLD the property above described, together with all and singular the rights, privilages, tenements, appartenances and improvements unto the said Mortgagee, its successors or assigns forever.

And the said Mortgagor does hereby covenant and agree unto the said Mortgagee, his successors or executors, that he is lawfully seized in fee of the property above described, and that the property is free from all encumbrances.

except a mortgage to

that he has a good and lawful right to sell and convey the same as aforesaid, that he will warrant and defend the title to the same forever against the lawful claims and demands of all persons whomsoever. And the said Mortgagor does further covenant and agree to pay all taxes due and to become due on the property above described, all assessments for street or other improvements, and keep the buildings thereon erected against loss by wind, storm, fire and such other casualty as may be required by Mortgagor, its successors or assigns, in such responsible insurance company or companies as shall be satisfactory to the Mortgagor, its successors or assigns, in an amount satisfactory to said Mortgagor, its successors or assigns, with a certificate and endorsement thereon, satisfactory to the Mortgagor attached to said policy or policies of insurance. In case of loss and payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged buildings as the Mortgagor may elect. And it is further agreed that in the event that the Mortgagor shall fail to pay and keep up said taxes, assessments for street or other improvements and insurance as aforesaid, then the Mortgagor or its successors or assigns are hereby authorized to do and to pay thereof and the same so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of six per cent per annum.

It is further covenanted and agreed that the said Mortgagor will procure and cause to be procured from some reliable life insurance company a policy or policies of insurance upon himself and his wife in trust to said Mortgagor on the life of same persons insurable to such of the sum or sums mentioned in Article 1 of this instrument as may be paid at they become due in which the debt hereinafter created, provided that such policies shall be additional to any other policies now or heretofore existing or to be hereafter taken out by the said Mortgagor, and shall be held by the said Mortgagor, in accordance with the terms of this contract or its assignees.

BUT THIS COVENANT IS UPON THIS CONDITION That if at the said Mortgage shall well and truly pay or cause to be paid unto the said M. the sum above written, of principal, interest, and costs, and money advanced with interest thereon, at any time before the day of the payment of the principal of this instrument, and of such note and the evidence thereof, then all the rights and covenants hereinabove contained shall cease and be void; otherwise, it shall remain in full force and effect.

And it is also agreed that if the said tax or any part thereof is not paid within the time above described or on or before the date of failure to pay the said taxes, as well as the creation of other legal difficulties and disputes as aforesaid, or on failure of the Mortgagor to keep up and perform all of the covenants contained in this Deed, then, in the event of the occurrence of any one of the events, the whole amount of the indebtedness hereunder shall at the option of the Lender, owner and holder of such note, for this Deed, be paid over to him, notwithstanding anything hereinbefore or in said note contained to the contrary, and he may exercise such or either

And it is further agreed that if at any time the amount of principal due by the Mortgagor within five days thereafter, the further sum of five percentum of the amount then due shall be paid by the Mortgagor or the persons or persons claiming title to the property as attorney's charge.

And it is covenanted and agreed that the said Mortgagee shall have and retain to the said Mortgagee, its successors or assigns, all the rents and profits of the said premises, including and failing due payment of the principal sum and interest, as well as all other expenses, taxes, rates, and charges, which may be lawfully chargeable upon the said premises, and to determine the same by written instrument, the conditions thereof. And it is further agreed that the expenses of the mortgage, by statute otherwise, the Mortgagee shall receive of the Mortgagor the expenses of advertising, selling and removing, including reasonable attorneys fees and the costs of collection, which shall be incurred by the mortgagee, and shall be included in reference to the same.

All experiments will be conducted in accordance with relevant laws and regulations.

WITNESS the hand and seal of the Mayor of the City and County of Denver, this 1st day of January, A.D. 1887.

Signed, sealed and delivered
in the presence of

Hoger A. Davis

Nelsius J. Edmund
Waggon & Locomotive

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