

for the subsequent years of the continuance of this Mortgage the net proceeds from the sale of wood during the said first year to be paid to be paid to the said Charles E. Tree his heirs or assigns and duly credited upon the said promissory note in addition to the annual instalment of principal and interest provided for therein that they will not cut the timber upon the said premises ^{for over logs} in excess of ten thousand feet per annum They reserve however the privilege of cutting such amount of timber as they may find necessary for their own use upon the said premises.

Third

That in case the dwelling house or any other buildings should be destroyed by fire or otherwise they will at their own cost and expenses replace the same with other building or buildings equally good.

Fourth

That they will not during the continuance of this Mortgage let or lease any improved portion of the said premises.

Now if the said Ernest N. Brindle and Frances A. Brindle shall pay the said promissory note according to the agreements therein expressed and shall well and faithfully keep and comply with all the covenants and agreements by them in this Mortgage made then this conveyance shall be void but in case they make default in the payment of the principal or interest in said promissory note provided or in case they shall fail to keep and comply with any other covenant or agreement herein contained then the said Charles E. Tree or his legal representative may sell the premises above described with all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale retain the said principal and interest together with the costs and charges of making such sale and the attorney's fee provided for in the said promissory note and the overplus if any thereof to pay over to the said Ernest N. Brindle and Frances A. Brindle.