

hundred and ninety feet more or less to the place of beginning. [Being the same premises which the said John Livezey and Sarah M. his wife by Indenture bearing even date herewith but duly executed, acknowledged, stamped and delivered immediately before these Presents and intended to be forthwith recorded for the consideration money therein mentioned part whereof is intended to be hereby secured granted and conveyed unto "the Library Company of Philadelphia" their Successors and Assigns. Subject to the payment of a certain yearly ground rent or sum of twenty dollars as therein mentioned and expressed] together with the free and common use and privilege of the said

fifty feet wide court and ten feet wide alleys respectively at all times hereafter forever with or without horses, cattle, carts and carriages.

And together with all and singular the Buildings, Streets, Alleys, Passages, Ways, Waters, Water courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsoever therunto belonging or in anywise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

**To Have and to hold** the said above described Lot or Piece of ground with the Buildings and Improvements thereon erected hereinbefore described Hereditaments and Premises hereby granted or mentioned and intended so to be with the appurtenances unto the said John Livezey his heirs and assigns to and for the only proper use and behoof of the said John Livezey his heirs and assigns forever.

Provided always nevertheless that if the said "the Library Company of Philadelphia" their Successors or Assigns do and shall well and truly pay or cause to be paid unto the said John Livezey his Executors, Administrators or Assigns the aforesaid debt or principal sum of three thousand three hundred and thirty three dollars and thirty four cents on the day and time hereinbefore mentioned and appointed for payment of same together with interest in money aforesaid and taxes as aforesaid, without any fraud or further delay and without any deduction, defealcation or abatement to be made of any thing for or in respect of any taxes, charges or assessments whatsoever that then and from thenceforth as well this present Indenture and the Estate hereby granted, as the said recited Obligations shall cease, determine and become void any thing hereinbefore contained to the contrary thereof in anywise notwithstanding.

Provided further in case of default in the payment of said principal sum or interest as aforesaid or of any sum of money assessed as aforesaid that thereupon it shall be lawful for the said John Livezey his Executors, Administrators or Assigns to sue out forthwith a Writ of *Dei facias* upon this present Indenture of Mortgage and to proceed at law thereon to recover the principal moneys hereby secured and all interest and taxes thereon according to law, without further stay any law or usage to the contrary notwithstanding.

**In witness whereof** the said Parties of the first Part have hereunto set their common or corporate Seal. Dated the day and year first above written.

Deated and Delivered

in the presence of us

L. R. Delaney  
Secy

Attest  
W. E. Whitman  
Secy

City of Philadelphia ss.

On the

day of

anno

