

together with all rents of said property with full power and authority to collect the same in case

the condition of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging.

To have and to hold the same, unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant with said party of the second part, its successors and assigns that at the delivery hereof they are the true and lawful owners of the said <sup>premises</sup> above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

Provided, Always and these presents are upon the express conditions <sup>that</sup> whereas, the said party of the second part at the special instance and request of said parties of the first part, loaned and advanced to A.F. Brooks and his wife Dona Brooks the sum of Three Hundred Dollars,

And whereas, said parties of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assessments general and special against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the buildings thereon constantly insured in such company or companies as said second party may designate and the policy or policies of insurance constantly transferred to said party of the second part, its successors or assigns; and also to keep said lands and improvements thereon free from all statutory lien claims of every kind and if any or either of said agreements be not performed as aforesaid, then said party of the second part, its successors or assigns may pay such taxes and assessments, and may effect such insurance, for such purpose, paying the costs thereof, and may also pay the final judgment for any statutory lien claims, and may invest such sums as may be necessary to protect the title or possession of said premises, including all costs, and for the repayment of all moneys so expended together with the charges thereon as provided by the Constitution and By-laws of the said Association, these presents shall be security.

And whereas, The said A.F. Brooks and his wife Dona Brooks did on the 20th day of August 1908 make and deliver to the Farm and Home Savings and Loan Association ~~of Missouri~~ of Missouri their note or obligation, which is made a part hereof and is in words and figures as follows, to-wit :-

NOTE OR OBLIGATION.

For value received we promise to pay to the order of the Farm and Home Savings and Loan Association of Missouri the following sums of money, viz: The sum of Three & 60/100 Dollars the same being the monthly dues on the 3/10 share of the capital stock of said Association, represented and evidenced by the Certificate thereof, numbered # 2002 this day pledged by us to said Association to secure a loan of Three Hundred Dollars and the sum of One & 95/100 Dollars, the same being the interest due monthly upon said sum so borrowed by us and the sum of Forty five cents the same being the premium due monthly upon said sum borrowed. And we promise to pay said Association at its Home Office at Nevada Mo., all of said sums of money, amounting in the aggregate to six Dollars on the 20th day of each and every month, and continue such monthly payments until the dues payments on stock <sup>Nevada Mo. August 20-1908</sup> together with the earnings and profits credited thereon shall make said certificate of stock ~~void~~ <sup>and we further agree to pay all interest and penalties assessed on account thereof, in accordance with the rules and regulations of said Association, and, if in case of default, the stock pledged and the security given</sup>