

defend the same against the lawful and equitable claims of all persons whomsoever.

PROVIDED Always And these presents are upon the express conditions that, 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 J.O. Phillips and his wife Eliza Phillips the sum of One Thousand Dollars.

AND WHEREAS, said parties of the first part agree with the said party of the second part, its successor 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 successor or assigns; and also to keep said lands and improvements thereon ~~free~~ 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 ~~effect~~ 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} ~~surety~~.

And, whereas, The said J Phillips and his wife Eliza Phillips did on the 20 day of August 1908 make and deliver to the Farm and Home Savings and Loan Association 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.

Nevada, Mo/ August 20 1908

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 Twelve Dollars the same being the monthly dues on the I share of the capital stock of said Association, represented and evidenced by the certificate thereof numbered # 1995 this day pledged by us to said association to secure a loan of One Thousand Dollars and the sum of Six and 50/100 Dollars the same being the interest due monthly upon said sum so borrowed by us and the sum of One and 50/100 Dollars, the same being the premium due monthly upon said sum so 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 ~~Sixty~~ Twenty Dollars on the 20th day of each and every month, and continue such monthly payments until the due payments on stock together with the earnings and profits credited thereon shall make said certificate of stock equal to the par or face value of said certificate of stock and said certificate of stock is estimated to mature and reach par value in seventy-two months from date thereof..

And we ~~promise~~ further agree in case of default in the payment of said sums of money, or any part thereof, monthly as aforesaid, to pay all fines 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 to secure said monthly payments, shall upon the sale thereof, be insufficient to repay said Association any balance which may be due and owing on said loan we promise and agree to fully pay and discharge the same. The payment of said monthly sum aggregating Twenty Dollars each and every consecutive month hereafter until the maturity of said stock, and the payment of