

North and Range Thirteen (13) East of the Indian Base and Meridian, containing Eighty (80) acres more or less, as the case may be according to the Government survey thereof, with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Hundred and no/100 DOLLARS, and interest thereon, according to the terms of one certain mortgage note, this day executed by the said parties of the first part to wit:

Note for \$ 650.00 due December 1st, 1915, with interest thereon at 6 per cent per annum. dated November 21st, 1908, payable to the said Waddell Investment Company, or order, at the Union National Bank of Kansas City, Missouri, with exchange on New York, interest on said note from November 21st, 1908, payable semi-annually on the first day of June and December in each year according to certain coupons attached to said Note, with interest on said Note and coupons after maturity at the rate of Ten per cent per annum until paid.

The said parties of the first part further covenant and agree as follows, to wit:

1st. That they will pay all taxes and assessments upon said mortgaged premises before the same become delinquent.

2nd. That they will until this mortgage is satisfied keep the buildings on said premises insured in at least the sum of \$ none, in some responsible Insurance Company approved by the mortgagee or its assigns, with loss, if any, payable to the said mortgagee or its assigns, as their interest may appear.

3rd. That the buildings and improvements upon said premises shall be kept in good repair and that waste shall not be committed on said premises.

4th. That if said parties of the first part shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance as herein agreed, then said mortgagee or its assigns may pay said taxes and assessments, and effect such insurance, advancing the money therefor and the money so advanced for the payment of such taxes and insurance shall be added to the mortgage debt, and the repayment thereof with interest at the rate of ten per cent per annum shall be secured by this mortgage in like manner and with like effect as for the payment of said note and coupons.

NOW, If such payments be made as herein specified then this mortgage shall be void and shall be released by the party of the second part, the said parties of the first part hereby agree to record said release and pay for recording same. But if the parties of the first part shall fail to pay any moneys as they become due and payable by the terms of said note and coupons for a period of ten days as stipulated therein, or if default be made in the payment of said taxes or assessments, or if default be made in the said insurance agreement as provided herein, or if the buildings and improvements are not kept in good repair, or if waste is committed on said premises then this mortgage shall become absolute, and in that case all moneys stipulated to be paid in said note, coupons and in this mortgage shall immediately become due and payable at the option of the party of the second part or its assigns, and the ~~rate~~ of interest in said note and the coupons shall be waived, and said Note shall bear interest at the rate of Ten per cent per annum from the date of such default until paid, and this mortgage may thereafter be foreclosed for the whole amount of said moneys, interest and costs, and upon the filing suit of foreclosure