

seized of a good and indefeasible estate of inheritance therein, free and clear of and from all encumbrance, and that he will warrant and defend the same to the said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said party of the first part is justly indebted to the said party of the second part in the principal sum of Fifty-five Hundred Dollars (\$5,500.00), in lawful money of the United States, being for a loan thereof made by the said party of the second part to the said party of the first part, and payable according to the tenor and effect of four certain promissory notes of even date herewith, made, executed and delivered by the said party of the first part to the order of Ora A. Keithly, payable at the Bank of O'Fallon, O'Fallon, Missouri, as follows, to-wit: One note for Five Hundred Dollars (\$500.00) due August 1, 1923; One note for Five Hundred Dollars (\$500.00) due August 1, 1924; One note for Five Hundred Dollars (\$500.00) due August 1, 1925; and One note for Four Thousand Dollars (\$4,000.00) due August 1, 1926, each of said notes bearing interest from date until maturity at the rate of eight (8) per centum per annum, payable semi-annually on the 1st days of February and August in each year, and ten per centum per annum after maturity, the instalments of interest being further evidenced by coupons attached to said principal notes, of even date herewith, and payable to the order of Ora A. Keithly.

SECOND: Said party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements now on or hereafter erected on said lands insured in some responsible fire and tornado insurance company, to the satisfaction of the holder hereof, in the sum of Fifty-five Hundred Dollars (\$5,500.00), the policy to be made to the holder hereof as additional security to this loan; and if the taxes or insurance premiums are not paid by the party of the first part when due, the holder hereof may pay the same and this mortgage shall be security also for such payments, with interest at the rate of ten per centum per annum, and the party of the first part shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said party of the first part agrees that if the maker of said notes shall fail to pay the principal or interest on said notes, or any part thereof, as the same become due, or any of the taxes, assessments or insurance premiums as they become due, or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once and without notice.

THE SAID party of the first part shall pay all expenses of collection of the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorneys' fee of not less than ten Dollars and