

executors or administrators, shall well and truly perform all and singular the several covenants, conditions, agreements and promises contained in the said note and in these presents, and shall pay all sums of money for taxes, assessments and insurance as hereinafter provided, then these presents shall be null and void, otherwise to remain in full force.

And the said parties of the first part, for themselves and their heirs, personal representatives and assigns, covenant and agree to and with the said party of the second part, his heirs, legal representatives and assigns, that they hold the said premises by title in fee simple; that they have good right and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except----. That they will warrant and defend said premises against the lawful claims of all persons whomsoever; that they will keep the buildings now or hereafter erected upon said premises insured against loss or damage by fire for the benefit of the said party of the second part, his legal representatives or assigns, so long as this mortgage shall remain a lien upon said premises, in a sum not less than One Thousand no/100 dollars, in one or more insurance companies doing business in the State of Colorado, to be approved by the said party of the second part, his legal representatives or assigns, and that they will deliver the policy or policies of such insurance to the said party of the second part his legal representatives or assigns, and that upon the failure of the parties of the first part, their legal representatives or assigns, to cause said property to be insured as above stated, then the said party of the second part their legal representatives or assigns may at once cause the said buildings to be insured as above provided; that the said parties of the first part will pay all taxes and assessments against said property before the same become delinquent, and that in default thereof, the said party of the second part his legal representatives or assigns may at once pay the same.

And it is expressly covenanted and agreed that if default shall be made in the payment of any said note or any of them, or any part thereof, or in the payment of any interest thereon, according to the tenor or effect of said note, or if the said parties of the first part their legal representatives or assigns shall allow the taxes or assessments upon the above described premises, or any part thereof, to become delinquent, or shall do or suffer any act to be done, whereby the value of the said premises shall be impaired as a security for the said note and interest, or shall fail to insure the said buildings as hereinbefore provided, or if the said parties of the first part, their heirs, executors, administrators or assigns, shall fail to perform or keep any of the agreements, covenants or promises contained on the said note, or any of them, or in these presents, then upon the violation or breach of any of said covenants, promises, or agreements, the whole amount and entire sum represented by said note, shall, at the election of the lawful holder thereof, become due and collectible at once, (said parties of the first part hereby waiving notice of such election) and the said party of the second part, his legal representatives or assigns, may proceed to foreclose this mortgage for the purpose of satisfying and paying the entire indebtedness secured hereby, together with interest, and all taxes, assessments and insurance premiums which may be paid by the said party of the second part, his legal representatives or assigns, as aforesaid, together with interest on the same at twelve per cent per annum, from the dates of such payments, all of which are to be included in the judgement or decree in such foreclosure suit or action.

And in case suit is brought to foreclose this mortgage, the said parties of the