

agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all persons whosoever.

Provided, always: And this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said L. C. Posey, being justly indebted to said party of the second part in the principal sum of thirty five hundred and no/100 dollars (\$3500.00) for money borrowed has executed and delivered to said party of the second part, one certain principal promissory note, numbered, bearing even date herewith, for the sum of Thirty five hundred and no/100 dollars (\$3500.00) payable according to terms of said note, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually on the first days of January in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America,

Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to be ^{at} interest at the rate of eight per cent per annum after maturity.

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 on said land insured on some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$---- against loss by fire and not less than \$---- against loss by windstorm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security for this loan, and if the taxes or insurance premiums are not paid when due by the party of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of eight per cent per annum, and the party of the first part assumes 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, fences 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 the 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 makers of said note shall fail to pay the principal or interest on said note, or any part thereof, as the same becomes 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 collecting the insurance, and in the event action is brought to foreclose this mortgage, a reasonable attorney's fee of not less than an amount equal to ten per cent of the principal note or notes herein described shall be added, which this mortgage also secures.