

434

2, 1924; two (2) for the sum of Seventy-five thousand Dollars (\$75,000.00) each, due January 2, 1925; two (2) for the sum of Seventy-five thousand Dollars (\$75,000.00) each, due January 2, 1926; and one (1) for the sum of One Hundred sixty-two thousand Five hundred dollars (\$162,500.00) due January 2, 1927.

All of said notes bear interest from date until maturity at the rate of Six (6) per cent per annum, payable annually for the first year and thereafter semi-annually on the 2nd days of January and July in each year, according to interest coupons attached to said notes, both principal and interest payable to the order of the said party of the second part at COMMERCE TRUST COMPANY in KANSAS CITY, MISSOURI, in lawful money of the United States of America. Said notes further provide 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 bear interest at the rate of eight per cent per annum after maturity.

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands, personal property and premises when the same are due, and to keep said property, including all buildings and improvements on said land, insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$300,000.00 upon said real estate, and \$50,000.00 upon said personal property, against loss by fire and not less than \$75,000.00 upon said real estate and \$25,000.00 upon said personal property, 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 his assigns, as additional security to this debt, and if the taxes or insurance premiums are not paid when due by the parties 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 parties of the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree 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; and shall, during the existence of the lien of this mortgage, operate said hotel business as a first class hotel and shall keep the personal property covered by this mortgage intact and in as good repair as it now is and to that end shall from time to time, as and when needed, replace, replenish and substitute any and all such personal property with like property equal to the present value of the property replaced, so that the security hereunder shall be kept unimpaired. Except for the purposes so indicated in this paragraph, the said personal property covered by this mortgage shall not be diverted or removed to any use or purpose other than the conduct of said hotel business in the location aforesaid.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said property and 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 parties of the first part agrees that if the makers of said notes shall fail to pay the principal or interest of said notes, 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, or any part of the sum of the money hereby secured shall, at the option of the holder or holders of the notes therefor, become due and payable at once, and without notice.

The said parties of the first part shall pay all expenses of collecting the insurance,