

and to his heirs or assigns, forever. And the said party of the first part does 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 will warrant, and defend the same in quiet and peaceable possession of said party of the second part, his heirs or assigns, forever, against the lawful claims of all persons whomsoever.

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

First. Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Four Thousand dollars, lawful money of the United States of America, 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 a certain First Mortgage Real Estate note, executed and delivered by the said party of the first part to said party of the second part, and payable to the order of the said party of the second part on the first day of February A.D. 1913, at the office of The Commercial National Bank, in Independence, Kansas, with interest thereon, at the rate of eight per cent per annum, payable semi annually on the first days of February and August in each year and 8 per cent per annum after maturity the installments of interest being further evidenced by six coupons attached to said principal note, and of even date therewith (numbered from 1 to six inclusive) and payable to the order of said party of the second part, at the same place.

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises, as said principal note executed by said party of the first part and delivered to said party of the second part the same time that said principal note was delivered, and insurance premiums for the amount of insurance hereinafter specified, when the same are due; and if not so paid, the party of the second part, or the legal holder of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent per annum. But whether the legal holder of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder hereof may declare the debt hereby secured due, and immediately cause the mortgage to be foreclosed.

Third. Said party of the first part hereby promises and agrees that all buildings, fences and other improvements upon said premises shall be kept in as good repair and condition as the same are in at this date, and that no waste shall be committed on said premises until the debt hereby secured is fully paid.

Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings which now are or may hereafter be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder of this mortgage to the amount of Six Thousand Dollars; loss, if any, payable to the mortgagee, herein, or assigns. And further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder hereof, as collateral and