

stead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and 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 incumbrances, 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 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 unto the said party of the second part in the principal sum of Twenty five hundred (\$2500.00) 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 one certain First Mortgage Real Estate Note, executed and delivered by the said party of the first part bearing date August 13th, 1910, and payable to the order of the said Walton Trust Company, on the 13th day of August, 1917, after date at the office of The Walton Trust Company, Butler, Missouri, with interest thereon from date until maturity, at the rate of seven per cent per annum payable annually on the 13th day of August in each year, and eight per cent per annum after maturity, the installments of interest being further evidenced by seven (7) coupons attached to said principal note and of even date therewith and payable to the said Walton Trust Company, or bearer, at its office in Butler, Missouri. In case suit is commenced to foreclose this mortgage the said party of the first part hereby agrees to pay to the legal holder of the note hereby secured, ten per cent. of the principal sum of said note, as an attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be taxed as costs in said foreclosure.

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders 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 eight per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences, and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of the insurable value thereof; loss, if any, payable to the mortgagee or assigns. And it is further agreed, that every