

To have and to hold the premises above described, with the appurtenances thereto belonging, to said Lombard Investment Company, and to its successors and assigns, forever. And the said party of the first part covenants with the said party of the second part, as follows:

First: That they have good right to sell and convey said premises.

Second: That the said premises are free from encumbrance,

Third: That they will warrant and defend the title against the lawful claims of all persons.

Fourth: That they do hereby release all rights of dower in and to said premises, and relinquish and convey all their rights of homestead therein.

Fifth: That they will pay to said second party, or order, at the office of the Lombard Investment Company, in Kansas City, Mo., Fourteen Hundred Dollars, on the first day of July A.D. 1893, with interest thereon from date until paid, at the rate of six per cent. per annum, payable semi-annually, on the first days of January and July in each year, and in accordance with the one promissory note of the said party of the first part, with coupons attached, of even date herewith.

Sixth: In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same comes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, and its assigns, interest at the rate of twelve (12) per cent. per annum, computed semi-annually, on said principal note, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be, and not exceed, the legal rate of twelve (12) per cent.

Seventh: The first party agrees to pay all taxes and assessments levied upon said real estate before the same becomes delinquent, also all liens, claims, adverse titles and encumbrances on said premises; and if not paid, the holder of this mortgage may, without notice, declare the whole sum of money herein secured due and collectible at once, or may elect to pay such taxes or assessments, and be entitled to interest on the same at the rate of twelve (12) per cent. per annum, and this mortgage shall stand as security for the amount so paid with such interest.

Eighth: The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good re-

See 266 277 for 1st