

said first party represent to and covenant with the said second party that they hold said premises in fee simple, that they have good and lawful right to sell and convey the same, that said premises are free and clear from all liens and encumbrances, and that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever. And the said first party hereby expressly relinquish, release and convey all right of Homestead Exemption, and every contingent right in and to said premises. Provided, always, and these presents are made upon the following express conditions: That if the said first party shall pay said second party the sum of Three hundred dollars, on the first day of July A.D. 1890 with interest on the same from this date until paid, at the rate of Eight per cent. per annum, payable semi-annually on the first day of July and the first day of January in each year, according to the tenor and effect of the Mortgage bond or promissory note and interest coupons recited and delivered by said party of the first part, and bearing even date herewith, payable at the Cuba State Bank Cuba, Kan. and shall well and truly keep and perform all and singular the covenants, conditions, stipulations and agreements herein contained for said first party to keep and perform, then these presents and all the estate hereby created shall cease and be void; otherwise to remain in full force and effect.

The Covenants, Conditions, Stipulations and Agreements to be kept and performed are:

First. The said first party shall pay all taxes and assessments now due or which may become due on such premises before the same become delinquent, and in case not so paid the holder of this Mortgage may pay such taxes and assessments, and recover the same and interest thereon at the rate of twelve per cent. per annum. This Mortgage shall stand as security therefor.

Second. The said first party shall keep the buildings on said premises insured in some responsible and approved company or companies, for the benefit of said second party, in the sum of not less than Three hundred dollars and shall deliver the policies and renewal receipts to the said second party; and should said first party