

the covenants and agreements in said bond or his mortgage, which bond and interest coupons were executed by the said parties of the first part to the said party of the second part, and were made payable in United States gold coin of the present standard of weight and fineness, at Lawrence Kansas with exchange on New York. And Provided, further, that said parties of the first part shall well and truly perform and fulfil, keep and observe all and singular the several covenants, conditions and stipulations contained in said bond or in this instrument, and shall pay, or cause to be paid, all sums of money for taxes, charges, public rates, or accouments, as hereinafter stipulated and agreed, these presents to be void, otherwise to remain in full force and effect.

And the said parties of the first part do hereby represent, covenant, and agree with the said party of the second part, its executors or assigns, That the said Louis C. Penick holds said premises by title in fee simple; That she has good right and lawful authority to sell & Convey the same; That said premises are free and clear of all liens and incumbrances whatsoever; That no suits have been begun affecting the same; That they will Warrant & Defend the same against the lawful claims of all persons whomsoever;

That, if default shall be made in the payment of any of said several interest coupons, or any part thereof, at the same mature, for the space of ten days, or if the parties of the first part, their legal representatives or assigns shall allow the taxes or charges, or any other public rates or accouments on the abovesigned property, or any part thereof, to become delinquent, or if the parties of the first part, their legal representatives or assigns, shall do or suffer any act to be done in, upon, or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened, or diminished, as a security for said bond and interest; or if the said Louis C. Penick one of the parties of the first part does not hold said premises by title in fee simple or has not good right and lawful authority to sell and convey the same, or if said premises are not free and clear of all liens and incumbrances whatsoever; or if any suits have been begun affecting the same, or if any tax or accoument shall be made upon said loan, or upon said company, or the legal holder of said notes, on account of this loan, either by the State or County, or for any local purposes, said parties of the first part shall pay such tax or accoument