

unto belonging to said James T. Lombard, and to his heirs 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 the 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 Lombard Investment Company, in Kansas City, Mo. Thirty Five hundred Dollars on the first day of June A.D. 1894, with interest thereon from date until paid, at the rate of 7 per cent per annum, payable semi-annually, on the first days of June and December in each year and in accordance with one promissory note of the said grantors 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 becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and his assigns interest at the rate of ten (10) 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 payments 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 ten (10) per cent.

Seventh-The said first party agrees to pay all taxes and assessments levied upon said real estate before the same become delinquent, also all liens, claims, adverse titles and encumbrances on said premises, and if not paid, the said second party or his assigns, 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 ten (10) 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, repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing of fences on the place, and such as shall be necessary for fire wood for the use of the grantors family; and the commission of waste shall at option of the mortgagee render this mortgage due and payable.

Ninth-And the said first party, agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings on said premises, or to reinsure the same, and deliver the policy or policies properly assigned or pledged