

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., Five hundred Dollars, on the first day of June A.D. 1894, with interest thereon from date until paid, at the rate of seven percent per annum, payable semi-annually, on the first days of June and December in each year, and in accordance with the 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) percent 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) percent.

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) percent 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 grantor or family, and the commission of waste shall at option of the mortgage 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 to the said James T. Lombard, before noon of the day on which any such policy or policies shall expire, then the said second party, is hereby authorized and empowered by these presents to insure or reinsure said buildings for said amount, in such company or companies as he may select and the said James T. Lombard may sign all papers and applications necessary to obtain such insurance in the name place and stead of the said first party, and it is further agreed in the event of a loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same and for that purpose may, in the name, place and stead, of said first party, and as his agent and attorney-in-fact, sign