said second party, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of an indefeasible estate in fee simple absolute in the above-described premises, and all appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and incumbrances of every kind and nature; and that they will forever Warrant and Defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These Presents, However, are made upon the following Express Conditions: Whereas, said Thomas Fox and Lewellyn Lawrence Fox have this day made and delivered to said New England Loan and Trust Company their certain bond or promissory note for the sum of Two Thousand Dollars, payable on the first day of October 1897 and bearing interest at the rate of Six per centum per annum, payable semi-annually, and evidenced by Fourteen coupons attached thereto. The said bond and coupons payable at the office of said second party in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

(Foreclosure See Book 37 Page 384)

The said first party, however, reserving herein the right to pay Five hundred dollars or any multiple thereof over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on and after October 1st 1893 provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than Five hundred dollars of said bond shall at any time remain unpaid the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And Whereas it is herein agreed particularly as follows:

The said first party shall not suffer waste, or permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory-lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof, shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied; and shall keep the building on said premises insured in a company or companies acceptable to said second party, in the sum of at least Seven Hundred Fifty Dollars and shall deliver to said second party the policy or policies therefor and all renewals thereof, and all concurrent policies now in force, or hereafter issued thereon, and shall, when requested, surrender to said second party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is