same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against all persons claiming the same.

To Have and to Hold the Same, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, upon this express condition, to-wit: That whereas, the said Western Lumber Company has this day executed and delivered its certain promissory note to said party of the second part, in words and figures as follows, viz:

$5000.00

Kansas City Mo. June 1891.

One Day after date We promise to pay to the Union National Bank of Kansas City Mo. or order at the Union National Bank of Kansas City, Five Thousand 00/100 Dollars, for value received with interest from maturity at the rate of ten per cent per annum.

Now, if said party of the first part, its successors or assigns, shall pay or cause to be paid to said party of the second part, its successors or assigns said sum of money in the above described note mentioned, together with the interest thereon, according to the tenor and effect thereof, and shall keep the buildings erected and to be erected upon the premises above conveyed insured against loss or damage by fire in the sum of not less than Dollars, by such insurance company or companies as shall be approved by said party of the second part, and in default of said insurance the said party of the second part may effect such insurance, and the premiums paid for effecting the same together with all expenses, costs and charges incident thereto, with interest thereon at the rate of ten per cent per annum from the date of payment thereof by said party of the second part, until repaid by the said party of the first part, shall be a lien upon said mortgaged premises added to the amount of said obligation and secured by these presents, and shall be included in and made a part of any judgment upon foreclosure of this mortgage, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if said insurance is not effected, and the policy and certificates are not assigned, as aforesaid, then, and upon failure of the said party of the first part to perform the forgoing provisions, covenants and agreement, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said party of the second part, become due and pay-