

in the above described premises, and all the 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 James Hedley and Emma Hedley have this day made and delivered to the said New England Loan and Trust Company One certain bond or promissory note for the sum of Sixteen Hundred Dollars, payable on the first day of August A.D. 1897 and bearing interest at the rate of Six per centum per annum, payable semi-annually, and evidenced by six coupons attached thereto. The said bond and coupons payable in United States Gold coin of the present standard of weight and fineness 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.

The said first party, however, reserving herein the right to pay five hundred dollars or multiple thereof over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after August 1st 1894 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 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, nor 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 liens 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, or chargeable against said indebtedness or against this instrument, by or within the State of Kansas and shall keep the buildings on said premises insured, in a company or companies acceptable to said second party, in the sum of at least Eight Hundred 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 transferred, making an assignment of such policies of insurance to the purchaser necessary, the said second party is hereby authorized to make such assignment thereof, as the agent or attorney of the party of the first part, their heirs or assigns.

In case of failure of the said first party to perform any of these agreements, the said second party or its endorsees or assigns may pay off and procure