

persons whomsoever.

Provided Always, And this instrument is made, executed and delivered, upon the following conditions, to-wit:

First-Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Seven Hundred (\$700⁰⁰) Dollars, for a loan of money made by the said party of the second part to the party of the first part, and payable according to the tenor and effect of one certain note numbered one, executed and delivered by the party of the first part, bearing even date herewith and payable to the order of the Jarvis-Conklin Mortgage Trust Company, five years after date, at its office Kansas City, Missouri, with interest thereon from date until maturity, at the rate of five and $\frac{1}{2}$ per cent. per annum, payable semi-annually, on the first days of March and September in each year, as is evidenced by ten coupons attached to said principal note and of even date therewith and made payable to the same payee and at the same place, and ten per cent. per annum after maturity.

Second-The said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises, when the same shall become due, and insurance premiums for the amount of insurance hereinafter specified, and all prior liens against said premises, and all sums necessary to protect the title and possession of said premises, so that this mortgage shall be a first lien thereon until all sums secured hereby are fully paid, and if payments are not made as aforesaid, then the said party of the second part or the legal holder of the note hereby secured may pay such taxes, assessments and insurance premium, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and may be collected in the same manner and at the same time as the principal debt secured hereby, with interest thereon at the rate of ten per cent. per annum from the date of each several payment.

Third-Said party of the first part hereby agrees to keep all buildings, fences and other improvements on said premises in a good repair and condition as the same are at this date.

Fourth-Said parties of the first part hereby agree to procure and maintain policies of insurance, as additional security for said indebtedness, on the buildings erected and to be erected upon the said premises, in some responsible insurance company, to the satisfaction of the said party of the second part, its successors or assigns, for the sum of Three Hundred (\$300⁰⁰) Dollars, or such less sum as the legal holder of said note hereby secured may elect, loss, if any, payable to the Jarvis-Conklin Mortgage Trust Company, or the holder of the notes secured hereby, and will keep the same so insured, and will deliver all policies of insurance and all renewal certificates, from time to time, to said Jarvis-Conklin Mortgage Trust Company, or the holder of the notes secured hereby, that in the event of the failure of said first party or his assigns to insure the buildings as herein before agreed, or to re-insure the same, and deliver the policies properly assigned to the above-named parties, then the Jarvis-Conklin Mortgage Trust Company, or the holder of said notes, is hereby authorized to insure or re-insure said buildings for said amount as