

delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceful possession of the party of the second part, its successors and assigns forever.

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

First: Said parties of the first part are indebted to said party of the second part in the principal sum of Two Hundred Dollars (\$200.00) according to the terms of a certain promissory note for said sum, of even date herewith, executed and delivered by the parties of the first part, and payable in gold coin or its equivalent to the party of the second part at its general office in Lawrence Kansas, in monthly installments according to the terms of said note and the rules and by-laws of the said party of the second part.

Second: Said party of the first part covenant and agree to pay all taxes levied upon said premises when the same are due and payable; and the insurance premiums for the amount of insurance hereinafter specified; and if not so paid, that the party of the second part, may, without notice, declare all sums unpaid upon said promissory note according to its said Rules and By-laws due and payable, or may, elect to pay such taxes and insurance premiums as provided in said Rules and By-laws, and the amount so paid shall be a lien upon said premises and shall be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with interest thereon at the rate of ten per cent. per annum until paid.

Third: Said parties of the first part agree to keep all buildings, fences and other improvements now upon or which may be placed upon said premises in good repair and condition, and to abstain from the commission of strip or waste until the whole sum hereby secured shall be fully paid.

Fourth: Said parties of the first part further agree that if default be made for the space of three months in the payment of any sum covenanted to be paid in said promissory note including the dues, interest, premiums and fines, as provided in said Rules and By-laws, or in paying the taxes, herein covenanted to be paid, or in case of the breach of any covenant or agreement in said promissory note or herein contained; that all sums hereby secured shall, at the option of the party of the second part, become due and payable and bear interest at the rate of ten per cent per annum until paid, and that the said party of the second part shall be entitled to the immediate foreclosure