

part, as follows.

Title

First - That they have good right to sell and convey said premises; that the said premises are free from incumbrance; that they will warrant and defend the title against the lawful claims of all persons; that they do hereby release all right of dower in and to said premises, and relinquish and convey all their rights of homestead therein.

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Second - That they will pay, or cause to be paid to said second party, or order, at the office of said Company in Cincinnati, Ohio, their certain promissory note for Six hundred and fifty \$00 Dollars, payable ten years from date, or in partial payments prior to maturity in accordance with stipulation therein, with interest thereon from date until maturity at the rate of seven percent. per annum, payable annually on the first day of December in each year according to coupons attached of even date herewith and ten per cent. per annum, after maturity, until paid, payable annually on days above indicated, according to the tenor and effect thereof. All of said notes are dated at Lawrence, Kansas, Sept 8, 1897, and made payable to the said The Union ^{Central} Life Insurance Company and signed by Edward G. and Sarah J. Harris.

Tax.

Third - That they agree (a) to pay all taxes, assessments and charges of every character which are now, or hereafter may become lien on said Real Estate; and also (b) to pay all taxes assessed against the said second party or his assigns on the note or debt secured hereby before the same becomes delinquent; and (c) to deliver to the second party at its office in Cincinnati, Ohio immediately, upon the payment of the taxes, assessments or liens aforesaid, duplicate receipts of the proper officer for the payment thereof; and if not paid, (d) That the holder of this mortgage may elect to pay such taxes, liens or assessments, (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of ten percent. per annum and this mortgage shall stand as security for the amount so paid with such interest, and (e) That the sum or sums so advanced shall be immediately due and payable and be recovered from parties of first part with interest at the rate of ten percent. per annum.

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Fourth - That they further agree to keep all buildings, fences and other improvements on said real estate in good repair, and to permit no waste.

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Insurance

Fifth - That they further agree to keep (a) the buildings on said premises insured in some responsible joint stock company, approved by the party of the second part, for the insurable value thereof, with (b) the regulation mortgagees subrogation clause attached, making said insurance payable in case of loss to the party of the second part, its successors or assigns as their interest may appear, and to (c) deliver the policy and

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