

payable by virtue of any provision hereof. And the said party of the first part do further covenant that they are lawfully seized of said premises free and clear of all incumbrances and will warrant and defend the same against the lawful claims of all persons whomsoever. And the said party of the first part do further covenant to pay all taxes and assessments levied on said premises before the same become delinquent; and if not so paid, the said party of the second part its successors or assigns, may pay the same and may redeem said premises from any tax sale, and may pay and discharge any other liens which may affect the priority of this Mortgage as a first lien on said premises: and all moneys paid therefor, with interest thereon, from the date of such payment, at the rate of ten per cent per annum, shall be a lien under this Mortgage on said premises. And the said party of the first part do further covenant to keep all buildings, fences and other improvements on said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises. And the said party of the first part do further covenant that if default be made in the payments of any interest coupon hereby secured, or in case of failure to perform any of the covenants herein contained, the whole sum of money hereby secured, including all moneys paid by the said party of the second part, its successors or assigns, by virtue of any provision hereof, shall at the option of the said party of the second part its successors or assigns, become at once due and payable without notice, and suit may be brought for the collection thereof and for the foreclosure of this Mortgage; and the said party of the second part, its successors or assigns shall thereupon be entitled to the immediate possession of said premises and of the rents, issues and profits thereof and if judgment be rendered for foreclosure, it shall be that the whole of the said premises be sold together and not in parcels. In Witness whereof the said party of the first part have hereunto set their hands the day and year first above written

Signed in Presence of }
 J. S. Steele }

Arthur C. Pontius
 Mabel E. Pontius

State of Kansas, County of Douglas } ss. On this 21st