

and their heirs personal representatives and assigns, covenant and agree to and with the said party of the second part, its successors and assigns that they hold the said premises by title in fee simple; that they have good right and lawful authority to sell and convey the same; that said premises are free and clear of all liens and incumbrances whatever (except as hereinafter specified) Excepting a first Mortgage lien on Lot 13 amounting to \$700, given to secure a note for \$700, due April 22, 1901, and a first Mortgage lien on Lot 15, amounting to \$500, given to secure a note for \$500, due Aug. 20, 1901, both and each of said notes being payable to the order of W. J. Sinclair, and each of said Mortgages appearing of record, that they will warrant and defend said premises against the lawful claims of all persons whomsoever, that they will keep the buildings now or hereafter erected upon said premises insured against loss or damage by fire for the benefit of the said party of the second part, its successors legal representatives or assigns, so long as this mortgage shall remain a lien upon said premises, in a sum not less than One Thousand Dollars, in one or more insurance companies doing business in the State of Kansas, to be approved by the said party of the second part, its successors legal representatives or assigns; and that upon the failure of the parties of the first part, their legal representatives or assigns to cause said property to be insured as above stated, then the said party of the second part, its successors legal representatives or assigns, may at once cause the said buildings to be insured as above provided; that the said parties of the first part will pay all taxes and assessments against said property before the same become delinquent, and that, in default thereof, the said party of the second part, its successors legal representatives or assigns may at once pay the same. And it is expressly covenanted and agreed that if default shall be made in the payment of any of said note, or of any part thereof, or in the payment of any interest thereon, according to the tenor or effect of said note, or if the said parties of the first part, their legal representatives or assigns shall allow the taxes or assessments upon the above described premises, or any part thereof, to become delinquent, or shall do or suffer any act to be done, whereby the value of the said premises shall be impaired as a security for the said note and interest, or shall fail to insure the said buildings as hereinbefore provided, or if the said parties of the first part, their heirs, executors, administrators, or assigns, shall fail to perform or keep any of the agreements, covenants or promises contained in the said note or any of them, or in these presents then, upon the violation or breach of any of said covenants, promises or agreements, the whole amount and entire sum represent-