

its successors and assigns forever; the intention being to convey an absolute title in fee to said premises. And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$600) six hundred dollars, on the first day of January, A.D. 1907, with interest thereon at the rate of five per cent. per annum, payable on the first day of January and July in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of said party of the first part; otherwise to remain in full force and effect. And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage. And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair, and insured to the amount of \$ — in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such