

successors and assigns, forever, Provided, nevertheless, And these presents are made by said parties of the first part upon the following covenants and conditions, to-wit: - First. The said parties of the first part, for themselves and their heirs, executors, and administrators covenant to and with said party of the second part, that they are lawfully seized in fee of the premises hereby conveyed, and that they have good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances, that they will, and their heirs, executors and administrators shall, forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever. Second. That they do hereby release, for the purposes herein expressed, all rights of dower in and to said premises, and waive all right, claim, benefit and privilege under any and all Homestead and Exemption laws. Third. That they will pay to said second party or order Thirteen Hundred Dollars, with interest thereon from Sept. 15-1904 until paid, at the rate of 5 per cent. per annum, payable annually, on the first day of February and — in each year, and in accordance with one certain promissory note of the said parties of the first part, with coupons attached, of even date herewith. Fourth. In case of default of payment of any sum, principal or interest, herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party, its successors or assigns, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of such default to the time when the money shall be actually paid. Fifth. The said first parties agree to pay all taxes, charges or assessments levied upon said real estate, or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or its legal representatives and assigns; and will pay all taxes levied upon said mortgage, and the said mortgagees shall not be entitled to any offset against the sum hereby secured, for taxes so paid. Sixth. The said first parties agree to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste shall, at the option of the mortgagee render this mortgage due and payable.