

clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Makers reserve the option to pay this note at maturity of coupon due August First, 1907, or any coupon thereafter by giving thirty days notice. Provided However, that if the said party of the first part shall pay or cause to be paid, to the said parties of the second part their successors heirs or assigns, the principal sum of One Thousand and ^{no} 75/100 Dollars, on the first day of February, A. D. 1912 with interest thereon at the rate of 5 1/2 per cent per annum, payable on the first day of August and February 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 said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does 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 attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage