

of said parties of the second part their heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, And this instrument is ~~made~~^{executed} and delivered upon the following conditions to-wit: First. Said Parties of the first part justly indebted unto the said parties of the second part in the principal sum of Four Hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said parties of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, 35940 executed and delivered by the said parties of the first part bearing date November Second 1908 payable to the order of the said J.L.Pettyjohn & Co., Olatha, Kansas Makers reserve the option to pay this note at maturity of coupon due May First, 1909 or any coupon thereafter by giving thirty (30) days notice. Five years after date, at Office of J.L.Pettyjohn & Co., Olatha, Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the first days of May and November in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said J.L.Pettyjohn & Co. at Olatha, Kansas.

Second. Said parties of the first part hereby agrees to pay all the taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said parties of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third, Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon 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 until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of no/100 Dollars, loss if any, payable to the mortgagee or assigns. And it is further agreed that every such policy of insurance shall be held by the part of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the