170 forever, And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they lawfully seized in their own right of an estate in fee simple of and in all and singular the above described premises, with the appurtenances; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever, and that they will forever Warrant and Defend the title to said premises unto the said party of the second part, his heirs and assigns, against the claims and demands of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit: Said parties of the first part, to secure the repayment of the principal and interest of a loan of the principal sum of Thirty Eight Hundred and no/100 Dollars, made to them by said party of the second part, have executed and delivered to said party of the second part a -certain-First-Mortgage-Real-Estate-Bond, numbered One-dated the 24th day of-February-1909, payable-to-the-order-of-said-party-of-the-secondpart-Five-years-after-date, with-interest-thereon-from-date-untildue, at the rate of Five per cent per annum, payable semi+annually ;according to the tenor of interest coupons thereto attached ,and bearing even date therewith; both principal and interest payable -at Kaw Valley State Bank, Eudora, Kansas. Privilege_is_given_to_make_partial_payments_on_the_principal_sum_herein_ named, in amounts of \$100.00 or multiples thereof, at any interest paying date. and to immediately become due at the option of the legal holder thereof, without notice, upon default in the payment of any interest coupon or any part thereof, or failure to comply with any of the conditions or agreements contained in this mortgage. Said parties of the first part agrees to pay all taxex and assessments levied upon or assessed against said premeise or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same. Said parties of the forst part thereof insured in some insurance company that is satisfactory to the holder of said Bond, in the sum of at least two-thirds of the value thereof, and cause the policy for such insurance to be assigned and delivered to the holder of said Bond, to be held as collateral security thereto. Said parties of the first part agrees to keep all buildings, fences and other improvements on said premises in as good repair and condition as they now are, and to abstain from the commission of waste on said premises or any part thereof. Now, If said parties of the first part shall pay said sums of money in said Bond and interest coupons mentioned, and every part thereof,