

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 One Thousand and No/100 Dollars on the first day of April A.D. 1914 with interest thereon at the rate of five per cent. per annum payable on the first day of April and October 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 parties of the first part and payable at the office of the Prudential Trust Company, in Topeka, 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, other wise 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 ~~XX~~ shall be 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 commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 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 it is agreed by said first parties that the party of the second part, its successors or assigns may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered with interest at ten per cent., in any suit for foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold without appraisalment.

And the said party of the first part do further covenant and agree that in case of ~~XXXXX~~ default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due