396 forever._And_the_said_parties_of_the_first_part_do_hereby_covenant_and_agree that at the delivery hereof they are the lawful owners of the XXXXX premises Wecuber all authorizing above granted, and seized_of_a_good_and_indefeasible_estate_of_inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend_the_same_in_the_quiet_and_peaceable_possession_of_said_party_of_the_ second part its successors 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 Grantors are justly indebted unto the said party of the second part in the principal sum of Twenty Four hundred Dollars, lawful money of the United States of America, being for the loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of one certain First Nortgage Real Estate Note No. 1416 executed and delivered by the said grantors bearing date July I 1909 payable to the order of the said The State Savings Bank, Topeka, Kans, Five years after date, at The State Savings Bank of Topeka, Kans. with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually on the I days of July and Jany in each year, and IO per cent per annum after maturity, the installments of interest being further. evidenced by coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kans. at The State Savings Bank, Topeka, Kans. Second. Said parties of the first part hereby agree to 5 pay all taxes and assessment's 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 party of the second part, or the legal holder N 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 1 on the premises aforesaid, and be secured by this mortgage, and collected in P. tineco the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums A leveler Th or not, it is distinctly understood that the legal holder or tolders hereof No may-immediately-cause-this-mortgage-to-be-foreclosed, and shall be-entitled to-immediate-possession-of-the-premises-and-rents,-issues-and-profits-there-) 1 of. 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-a waste_on_said_premises_until_the_note_hereby_secured_is_fully_paid. Fourth._said_parties_of_the_first_part_hereby_agree_to_procure_and_maintain policies of fire insurance on the buildingd_erected_and_to_be_erected_upon. the above described premises, in some responsible insurance company, to the