

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. Makers reserve the option to pay this note at maturity of coupon due May 1st, 1910 or any coupon thereafter by giving thirty (30) days notice. Provided, however, that if the said party of the first part shall pay or <sup>their</sup> cause to be paid, to the said parties of the second part, <sup>their</sup> successors, heirs or assigns, the principal sum of Nine Hundred and no/100 Dollars, on the first day of November A. . 1914 with interest <sup>therein</sup> at the rate of 5 <sup>1</sup>/<sub>2</sub> per cent per annum, payable on the first day of May and November 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 No. 37775 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 parties 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 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 or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attacked by parties other than the mortgagor. And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all 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 the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$\_\_\_\_\_ in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amount paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in pay