

ing, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises. And the said first parties hereby covenant that they are lawfully seized of said premises and have food 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 thirty five Hundred and no/100 Dollars, on the first day of April A.D. 1915 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 first parties and payable at the office of The Prudential Trust Company, in Topeka, Kansas; and shall perform alland singular the covenants herein contain ed; then this mortgage to be void, and to be released.at the expense of said party of the first part, otherwise to remain in full force and effect. And the said party of the first part 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, 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 X the State-of-Kansas-on-said-premises, or on-this-mort gage, or on-the-notehereby-secured , before any penalty for non- payment attaches thereto; also to abstain-from-the-commission-of-waste-on-said-premises , and-keep-the-buildingsthereon-in-good-repair-and-insured-to-the-amount-or-\$800.-in-insurance-companies-acceptable-to-the-said-party-of-the-second-part,-its-successors-orassigns, and assign and deliver to it or them all policies of insurance onsaid buildings, and the renewals thereof. And it is greed by said first parties that the party of the second part, its_successors_or_assigns_may_make any payment neccessary 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 the foreclosure of this Mortgage. In case of such foreclosure, said real