they will warrant and defend the same in the quiet and pesceable possession of said party of the second part his heirs 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 parties of the first > part are justly indebted unto the said party of the second part in the principal sum of two Thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note executed and delivered by the said parties of the first part bearing date May 16th 1911, payable to the order of the said W. E. Spalding three years after date, at Peoples State Bank, Lawrence, Kansas, with interest thereon from date until maturity at the rate of eight per cent per annum, payable semi-annually , on the 16th days of November and May in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal note, and of even date therewith, and payable to the order of said W. E. Spalding at Peoples State Bank, Lawrence, Kansas,

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Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; and if not so paid the said party of the second part, or the legal holder 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 on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per a mum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it.is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof. 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 waste on said premises until the note hereby secured is fully paid. Fourth, Said part_ of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above des scribed premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of _____ Dollars, loss, if any, payable to the mortgagee or assigns .. And it is further agreed that every such policy of insurance shall be held by the part_ of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of

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