

with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom. To Have and To Hold the same to the said party of the second part, its successors and assigns, forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrances, and hereby warrant the title thereto against all persons whomsoever, except a mortgage to said Insurance Company for \$2600.00

Conditioned, However, That if George F. Derby, one of said parties of the first part, his heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum One thousand dollars at the expiration of five years from the date of these presents, with interest thereon until paid at the rate of five and one-half per centum per annum, payable semi-annually, with the privilege of paying one hundred dollars, or more of said principal sum at the end of one year from the date hereof and on any interest paying day thereafter and before maturity; both principal and interest payable at the office of said party of the second part in the city of Milwaukee, according to the terms of a promissory note bearing even date herewith executed by George F. Derby, one of said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be laid within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than _____ dollars, free from co-insurance provisions in the policies of insurance, (the loss or damage to be payable to said party of the second part, its successors or assigns, as its or their interest may appear) and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all claims for liens thereon, and shall pay all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; then these presents to be void, otherwise to remain in full force. It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly de-

This mortgage is subject to the official interest of the State of Kansas, and the same herein described having been paid to said party of the second part, it is hereby created and discharged. As witness my hand and seal, this 23rd day of March, A. D. 1916.

Recorded March 23, 1916

Raymond C. Lawrence

Geo. F. Derby

The National National Bank
By Geo. F. Derby, Clerk