

BELONGING OR IN ANY WISE APPERTAINING 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 parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and they 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 two Hundred Dollars on the first day of October A.D. 1917 with interest thereon at the rate of 5½ 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 parties of the first part, and payable at the office of the Prudential Trust Company, in Topeka 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 said party of the first part, otherwise to remain in full force and effect. And the said party 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, paid by 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 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 party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof. And it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment necessary 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 the sum so paid shall become a lien on 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 such real estate shall be sold without appraisalment. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements contained, then or at any

Recorded Dec 28<sup>th</sup> 1911  
W. J. Thompson

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attest  
W. P. Hunt Secretary.  
(Emp. Ins.)  
North American Life Insurance Company of Chicago  
By Thomas W. Hunt President