

clear from all incumbrances; that they will and their heirs, executors, administrators shall, forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever. Second. That they do hereby release, for the purposes herein expressed, all rights of dower in and to said premises, and waive all right, claim, benefit and privilege under any and all Homestead and Exemption laws. Third. That they will pay to said second party or order One thousand Dollars with interest thereon from Jan 1, 1913 until paid at the rate of six per cent per annum, payable semi annually, on the first days of Jan and July in each year, and in accordance with one certain promissory note of the said parties of the first part, with coupons attached, of even date herewith. Fourth. In case of default of payment of any sum, principal or interest, herein covenanted to be paid for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party, its successors or assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of such default to the time when the money shall be actually paid. Fifth. The said first parties agree to pay all taxes, charges or assessments levied upon said real estate, or any part thereof when the same shall become due and payable, under the laws of the State of Kansas, including all Taxes and assessments of every kind and character levied upon the interest of the mortgagee or its legal representatives and assigns; and will pay all taxes levied upon said mortgage and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid. Sixth. The said first parties agree to keep all buildings fences and other improvements on said real estate in as good repair and condition as the same are in at this date and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantors family; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable. Seventh. The said parties of the first part agree to procure and maintain policies of insurance on the said above described premises, in such insurance company as said party of the second part shall elect, in the sum of One thousand Dollars, which said policy or policies of insurance shall be held by the said party of the second part as collateral and additional security for the payment of said promissory note and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid as aforesaid by said party of the second part. In case the holder of said note shall pay for such insurance this mortgage shall stand as security for its repayment, together with ten per cent interest thereon. Eighth. The said first parties agree to repay on demand to said second party, its successors or assigns, any sum or sums of money which said last named party has at any time paid or contracted to pay for insurance or to discharge or procure any lien, claim, or adverse title affecting said real estate, together with the costs and expenses attending the same, including reasonable attorney fees, with ten per cent. per annum interest on all sums so paid from the time of payment to the time when they shall be repaid, and this mortgage shall stand as security therefor. The