

to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, And these presents are upon the following agreements, covenants and conditions, to-wit: First. That the party of the first part is justly indebted to the party of the second part in the sum of Three thousand Dollars according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable on the first day of June 1918, to the order of said party of the second part with interest thereon at the rate of six per cent per annum, payable semi-annually on the first days of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Chemical National Bank, New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate and all of said notes bearing ten per cent interest after maturity.

Second. That the party of the first part agrees to keep all fences, buildings and other improvements of the said premises in as good repair and condition as they are at the date hereof; to permit no waste of any kind.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance 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 any 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 foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise as it may elect.

Fifth. That the party of the first part hereby agrees to pay all taxes and assessments, general or special which may be assessed in the State of Kansas upon the said land, premises or property or upon the interest of the party of the second part, therein, and while this Mortgage is held by a non-resident of the State of

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