AND THE SAID party of the first part hereby covenants 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 encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

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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 Twenty-six hundred Nine and 37/100 Dollars, according to the tenor and effect of their five certain promissory notes of even date herewith, numbered 6726, one being for the sum of Six HUndred Nine and 37/100 (\$609.37) Dollars pryable nineteen installments as follows, to-wit: Forty-six & 87/100 (\$46.87) Dollars on the first day of September, 1917, and Thirty-one and 25/100 (\$31.25) Dollars on the first days of each March and September thereafter until the whole sum named is fully paid. Said note further provides that it is to bear no interest if each installment is paid when due, but if any of said installments shall not be paid when due, then all unpaid sums herein agreed to be paid shall become due and payable at once without notice, and bear interest at the rate of eight per cent per annum from date thereof until paid,

And the other four notes being for the sum of Five Hundred and No/100 (\$500.00) each, payable on the first day of December, 1917, 1918, 1919 and 1920, respectively with interest, thereon psyable semi-annually on the first days of June and December, in each year, stithe rate of 5 3/4 per cent per annum, and both principal and interest bearing interest after maturity at the rate of eight perioent per annum. All of said notes being perable to said Commerce Trust Company, or order, at its office in Kansas City, missouri, and shall perform all and singular the covenants, herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

AND the said party of the first part does hereby covenant and agree to pay, or And the said party of the first party does hardy down and and and any of the source of the second part, it manner aforesaid, to manner aforesaid, to manner aforesaid, to an any costs, charges or attorneys' fees incurred and paid by the 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 does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the hote or debt hereby secured, before any penalty for non-payment attaches therets; also to abstrin from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satis-Against loss by fire, faction of the holder hereof, in the sum of not less than §\_\_\_\_ against loss by wind-storn or tornado, the policy or policies and not less than 3 \_\_\_\_\_ against loss by wind-storn or tormado, the policy or policies to be delivered to said party of the second part and written for the benefit of said porty of the second part, or its assigns, as additional security to this loss and in party of the second part, or its assigns, as additional security to this loss; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes, and ascessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the Ŋ rate of eight per cent per annum, shall be collectible with, as part of, and in the c 12

AND the said party of the first part does further govenant and agree that in once of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured inradiately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be mittled to investigate payment of said pay and may protect to formalise the entitled to inusediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREDF, The said party of the first part have hereunto set their hands the day and year first above written.

William A. Medill Margaret V. Medill.

Register of Deeds, Geo 6 What

/ Deputy.

State of Kansas, County of Douglas, SS. On this lith day of Desember 1916, before me, the undersigned, a Notary Public, personally appeared William A. Kedill and Kargaret V. Kedill, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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Witness my hand and official seal the day and year last above written.

My commission expires September 15th. 1918. (SEAL) E. J. Hilkey, Notary Public.

Recorded Dec., 11th., A.D. 1916, at 11:25 o'clock A.M.

of Deed.

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