

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.

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 One Hundred Twenty-four and 24/100 Dollars according to the tenor and effect of their one certain promissory installment note of even date herewith, numbered 7029, for the sum of One Hundred Twenty-four and 24/100 Dollars payable to Commerce Trust Company, or bearer, at its office in Kansas City, Missouri, in ten installments as follows: Eleven and 74/100 (11.74) Dollars on the first day of August, 1917, and Twelve and 50/100 (\$12.50) Dollars on the first day of each February and August 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 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 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 be, and 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 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 in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$----- against loss by fire, and not less than \$----- against loss by wind-storm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance and the amounts paid therefor with interest thereon, from the date of payment, at the rate of eight per cent per annum, shall be collectible with, as part of, and in same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in a case 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 continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately 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 entitled to immediate 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 Whereof, The said party of the first part have hereunto set their hands the day and year first above written.

Witnesses

W. F. Anderson  
Ethel M. Anderson,

STATE OF MISSOURI:

:SS

COUNTY OF JACKSON:

On this 15th day of February, 1917, before me, Ethel Spence, a Notary Public personally appeared W. F. Anderson and Ethel M. Anderson, his wife, to me known to be persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires March 5, 1919.

Ethel Spence.  
Notary Public

Recorded Feb. 16th, A.D. 1917, 43.  
2:20 o'clock, P.M.

Estelle J. Huthrup  
Register of Deeds.

In Return see Book 54-99-490