

said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, and not the lawful claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

Provided, always, and this instrument made, executed and delivered upon the following conditions, to wit:

First. Said grantors are justly indebted unto the said party of the second part in the principal sum of six thousand Dollars, lawful money of The United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note No. 3098 executed and delivered by the said grantors bearing date Sept. 15, 1921, payable to the order of The State Savings Bank, Topeka, Kansas, July 1st, 1926 after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of seven per cent per annum, payable semi-annually, on the first days of January and July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date herewith and payable to the order of said The State Savings Bank, Topeka, Kansas, at its office in Topeka, Kansas.

Second. Said first parties agree that in addition to securing the other sums mentioned herein, that this mortgage shall also stand as security for any and all additional sums up to five hundred dollars that may be loaned or advanced to first parties by second party; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes, be considered matured and draw ten per cent interest and be collectible out of the proceeds of ~~the~~ sale, through foreclosure.

Third. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises continually insured against fire to the amount of Twenty one hundred Dollars, and against tornado to the amount of twenty one hundred Dollars, in Insurance Companies acceptable to, and with policies payable to, said second party; to procure, assign and immediately deliver to said second party, with satisfactory mortgage clauses, such insurance policies and to pay all insurance premiums when due. In case of loss second party may collect the insurance moneys or may require first parties to make such collection. The insurance moneys shall be applied either on the indebtedness hereby secured or in rebuilding, as the second party may elect. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property.

Fourth. Said parties of the first part agree to pay immediately when due, and before penalty for non-payment attaches thereto, all taxes and assessments, general or special which may be assessed or levied in the State of Kansas, under any law now existing or hereinafter enacted, upon the said land, premises or property, or upon the interest of the holder of this mortgage therein, whether such holder be a resident or a non-resident of the State of Kansas. Upon the violation of the foregoing undertaking in any particular, or upon the passage by the State of Kansas of any law imposing payment of the whole or any portion of the aforesaid taxes upon the party of the second part herein or any subsequent holder of this mortgage, whether a resident or a non-resident of the State of Kansas, or upon the rendering by any court of competent jurisdiction of a decision that an undertaking to pay such taxes or any of them, or any similar undertaking in whole or in part is legally inoperative or void, then and in any such event, the debt hereby secured without deduction, shall, at the option of the party of the second part, and without notice, become immediately matured, due and collectible notwithstanding anything contained in this mortgage or any law hereinafter enacted. The parties of the first part further agree to furnish to the holder of this mortgage, on or before July 15th of each year, a certificate of the proper authority, showing full payment of all such taxes and assessments for the preceding year.

Fifth. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the said premises, pay any costs, charges or attorney fees necessary to maintain the priority of this mortgage, pay any of the above mentioned taxes or assessments, make all needed repairs and effect the required insurance; and any sums so paid shall become a lien upon the said real estate and be collected as a part of the principal debt secured with interest at ten per cent per annum.

Sixth. That the parties hereby further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind themselves, their heirs executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. That if such payments as are herein specified be made, this conveyance shall be void; but in case of default in payment of any installment, either of interest or of principal 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 may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said principal debt upon maturity, the said party of the second part shall be entitled to the immediate possession of said premises and to receive the rents and profits therefrom as additional and collateral security for the indebtedness hereunder, and may proceed to foreclose this mortgage; and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of ten per cent per annum; and in case of foreclosure the judgment rendered shall provide that the real estate shall be sold in the entirety and not in