

thereof unto said second party, its successors and assigns against the lawful claims of all persons whomsoever.

THESE PRESENTS HOWEVER ARE MADE UPON THE FOLLOWING EXPRESS CONDITIONS: Wherefore said Leonard A. Nuffer and Rose E. Nuffer have this day made and delivered to the said The New England Securities Company their certain bond or promissory note for the sum of Seventy Five hundred and no/100 Dollars payable on the first day of October A. D. 1933 and bearing interest at the rate of five per centum per annum payable annually and evidenced by eleven coupons attached thereto. The said bond and coupons payable at the office of the second party in Kansas City Missouri, or such other place as the legal holder hereof may from time to time in writing designate, and each bearing interest ^{after maturity} at the rate of ten per centum per annum.

The said first party however reserving herein right to pay one hundred dollars on October 1st 1926 over that amount upon said bond or note or the full amount thereof on the day any of said coupons matured or after OCTOBER 1, 1926 provided thirty days notice in writing is given to said second party that such payment will be made and provided further that in case such partial payments are so made no sum less than five hundred dollars of said bond shall at any any time remain unpaid the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

AND WHEREAS IT IS HEREIN AGREED PARTICULARLY AS FOLLOWS:

The said first party shall not suffer waste nor permit the buildings fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent all taxes and assessments upon said premises general or special now existing or that may hereafter be levied, or chargeable against said indebtedness or against this instrument by or within the State of Kansas and shall keep the buildings on said premises insured in a company or companies acceptable to said second party in the sum of at least two thousand Dollars and shall deliver to said ^{second} party the policy or policies therefor and all renewals thereof and all concurrent policies now in force or hereafter issued thereon and shall when requested surrender to said ^{second} party any policy or policies covering any of the buildings upon said premises. In case the title to said premises is transferred making an assignment of such policies of insurance to the purchaser necessary, the ^{said} second party is hereby authorized to make such assignment thereof as the agent or attorney of the party of the first part their heirs or assigns. In case of failure of said first party to perform any of these agreements The said second party or its endorsees or assigns may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments or may effect any such insurance and pay for the same, and may recover of said first party all amounts so paid and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums. Should any tax be imposed on this mortgage or on the indebtedness secured hereby by or within the State of Kansas then at the option of the lawful holder of said indebtedness the whole principal with interest then accrued and other sums secured hereby shall at once become due and payable and the holder may proceed to collect the same by foreclosure.