

And the said party of the first part does hereby covenant and agree that at the delivery hereof it 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 it will warrant and forever 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 TWO HUNDRED THOUSAND AND NO/100 DOLLARS, with interest from date as hereinafter set forth, according to the terms of a certain first mortgage real estate note of even date herewith executed by said party of the first part, as follows: One certain note in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) with interest from date at the rate of four and one-half (4½) per cent per annum, payable one Thousand Five Hundred Thirty and No/100 (\$1,530.00) Dollars on the first day of December 1948, and One Thousand Five Hundred Thirty and No/100 (\$1,530.00) Dollars on the first day of each month thereafter until the principal and interest are fully paid according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, in the office of The Central Trust Company, Topeka, Kansas, or at such other place as the legal holder of the note may in writing designate, the said note bearing ten (10) per cent interest after maturity.

SECOND. That the party of the first part agrees to keep all buildings, improvements and fixtures 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 uncensuredly insured in an amount not less than 80 per cent of the sound insurable value of the same, as established by a competent appraiser, in insurance companies acceptable to the party of the second part with policies payable to the party of the second part in case of loss to the amount then