

they will warrant and defend the same to the grantee his heirs and assigns forever:

Provided Always, And these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered their promissory notes in writing to said party of the second part payable at the Banking House of John G. Henry & Co. Topeka Kansas bearing date Nov. 25. 1881 their notes for \$500 each one due in six months after date and one coming due at the end of each succeeding six months thereafter up to the maturity of the last note and all said notes bear 12 per cent interest after due until paid.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and assigns said sums of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same and shall pay all taxes and assessments which are or may be levied and assessed against said premises or any part thereof and shall keep the buildings and fences on said premises in good repair and repair from cutting and removing wood and timber from said premises and from the commission of other waste then these presents shall be void and otherwise shall remain in full force and effect. But if any of said notes or any part thereof or any interest thereon is not paid when the same is due or if the taxes and assessments of any nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same becomes due and payable then all of said notes and interest thereon shall and by these presents do become immediately due and payable if the holder thereof so elects without notice.

Upon default of the above covenants and conditions or any or either of them the parties of the second part his heirs and assigns shall be entitled to the immediate possession of said premises and to the rents issues and profits of the same.

In case of foreclosure of this mortgage the said real estate shall be sold with or without appraisement as the holder hereof may elect.

In Witness Whereof the said parties of the first part have hereunto set their hands the day and year first above written.

John Anderson
Caroline Anderson

State of Kansas, Douglas County, ss.

Be it Remembered that on this 25th day of November A.D. 1881 before me the undersigned a Notary Public in and for the County and State of said name John Anderson and Caroline Anderson his wife, who are personally