

First- That he has a good right to sell and convey said premises.

Second- That the said premises are free from encumbrance.

Third- That he will warrant and defend the title against the claims and demands of all persons.

Fourth- That he does hereby relinquish and convey all his rights of homestead therein.

Fifth- That he will pay to said second party or order, at the office of said Company party of second part in Kansas City, in the State of Missouri, the certain sum or sums of money, to-wit:

Five thousand (5000) Dollars mentioned in and evidenced by one certain negotiable promissory note of even date herewith, said note being for the sum of Five thousand Dollars, and payable by its terms on the twenty-fifth day of January 1889 together with six certain interest notes of same date, payable by their terms, semiannually, on the 25th days of July and January in each year during the term and terms above mentioned, - all of said notes being payable in gold coin, at the office and place aforesaid, and all bearing interest from maturity until paid, at the rate of ten percent. per annum; all of said notes being executed and delivered by said party of the first part, in consideration of said sum of money therein mentioned being loaned to the grantor herein by the payee named in said notes.

Sixth- The said first party agrees to pay all taxes and assessments levied upon said real estate before the same become delinquent; also, all liens, claims, adverse titles, and encumbrances on said premises, if any, and if not paid, the holder of this mortgage may, without notice, declare the whole sum of money herein secured, due and collectable at once. or may elect to