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, his heirs and assigns Forever, against the lawful claims of all persons whomsoever—

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said John R. Dunn and Mary J. Dunn are justly indebted unto the said party of the second part in the principal sum of eight Hundred 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 parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 163 executed and delivered by the said John R. Dunn and Mary J. Dunn bearing date January 22nd 1886 and payable to the order of the said Samuel R. Free three years after date, at the Douglas County Bank, Lawrence, Kansas, with New York Exchange with interest thereon from date until maturity, at the rate of Seven per cent. per annum, payable semi-annually, on the 22nd days of January and July in each year, and 12 per cent. per annum after maturity, the installments of interest being further evidenced by Six coupons attached to said principal note, and of even date there-with, and payable to the order of said Samuel R. Free at the Douglas County Bank, Lawrence, Kansas, with New York Exchange.

Second: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid, the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money