above granted, and seized of a good and indefeas-
=ible 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, her
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 Emmer Estelle Hornor and
Levi Horner are justly indebted unto the said
party of the second part in the principal sum
of three hundred and fifty (350) 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 Annie B. Sutherland
and payable according to the tenor and effect of
one certain First Mortgage Real Estate Note, numbered
190 executed and delivered by the said Emmer
Estelle Hornor and Levi Horner bearing date
May first 1886 and payable to the order of the
said Annie B. Sutherland three years after
date at the National Bank of Lawrence (with exchange
on New York with interest thereon from date until
maturity, at the rate of Nine per cent. per annum,
payable semi-annually, on the first days of May
and November 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 therewith, and payable to the order of the
said Annie B. Sutherland at the National Bank
of Lawrence (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

(For Release See Book 23. Page 316)