appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its representatives or assigns forever. And the said party of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners 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, its representatives or assigns forever, against the lawful claims of all persons whomsoever.

Provided Alway, And this instrument is made, executed and delivered upon the following express conditions, to-wit;

First; Said party of the first part are justly indebted unto the said party of the second part in the principal sum of Two Hundred no/100 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 party of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the 2nd day of August A.D. 1886, numbered 4351 executed and delivered by the said party of the first part, and payable to the order of the said party of the second part, five years after date, at the office of the National Loan and Trust Company, in Topeka, Kansas, with exchange on New York, with interest thereon from date until maturity, at the rate of seven percent per annum, payable semi-annually, on the 2nd days of February and August in each year, and twelve per cent. per annum after maturity, the instalments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said party of the second part, at the same place, with exchange on New York.

Second; Said party of the first part hereby agree to pay all taxes and assessments