the premises above granted, & seized of a good & indefeasible estate of inheritance therein, free & clear of all incumbrances, & that they will Warrant & Defend the same in the quiet & peacable possession of said party of the second part, his heirs & assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Mattie Wagner & James B. Wagner justly indebted unto the said George H. Gilmore in the principal sum of Eleven hundred ($1100.00) Dollars, lawful money of the United States of America, being for a loan thereof on the day & date hereof, made by the said George H. Gilmore to the said Mattie Wagner & James B. Wagner and secured to be paid by one certain promissory note of the said Mattie Wagner & James B Wagner bearing even date herewith, payable to the order of the said George H. Gilmore in five years from the date thereof, at The National Bank of Lawrence in the City of Lawrence & State of Kansas, with interest after maturity, at the rate of twelve percent, per annum until the said principal sum is fully paid. The interest on said note from date is to be paid annually, on the first day of March in each & every year, & is specified by five interest notes or coupons of even date herewith, attached to said note & payable at The National Bank of Lawrence in the City of Lawrence & in & by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Eleven hundred ($1100.00) Dollars with all the interest thereon, shall immediately become due & payable,

Now, if the said parties of the first part shall well & truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor & effect of said note, then these presents shall be null & void. But, if said sum of money, or any interest thereon, is not paid when the same is due & payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall, & by this indenture does immediately become due & payable at the option of the party of the second part or his assigns, to be at any time thereafter exercised without notice to the party of the first part; but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due & payable, & charge them against said party of the first part, & the amounts so charged shall be an additional lien upon the said mortgaged property, & may be enforced and collected in the same manner as the principal debt hereby se-