

successors or assigns forever. And the said parties 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 successors or assigns forever, against the lawful claims of all persons whomsoever.

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

First: said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Twenty Eight Hundred ~~00~~ ⁰⁰ 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 a certain First Mortgage Real Estate Note, dated the second day of April, 1885, numbered 3555 executed and delivered by the said parties of the first part to said party of the second part, and payable to the order of the said party of the second five years after date, at the office of Topeka Investment and Loan Company, Topeka, Kansas with interest thereon until paid, at the rate of Eight per cent. per annum; payable semi-annually on the first days of October and April in each year, and 12 per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of date therewith, and payable to the order of said party of the second part, at the same place.

Second: said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises, and insurance premiums for the amount of insurance herein after specified, when the same are due; and if not so paid, the party of the second part, or the legal holder of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 12 per cent. per annum. But whether the legal holder of this mortgage elect to pay such taxes, assessments or insurance premiums or not it is distinctly understood that the legal holder thereof may declare the debt hereby secured due, and immediately cause this