

Southern Kansas Railway, thence by said Right of Way North $81\frac{1}{2}^{\circ}$ East $43\frac{1}{2}$ Chains, thence North $29\frac{1}{2}^{\circ}$ East $6\frac{1}{2}$ Chains, thence North 17° East 33° Chains to the intersection with the Right of Way of the Southern Kansas Railway thence by said Right of Way South 16° West 26° Chains to the South Boundary of the quarter section, thence West 5° Chains to the place of beginning, Containing $57\frac{1}{2}$ acres.

To Have and to hold the same, with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its 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 Two thousand 2000 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 A.D. 1885 numbered 358 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 part, years after date, at the office of Topyka Investment and Loan Company, Topyka, 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 even date therewith, $\$$ 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 therein 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, with-