To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said parties of the second part and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof said parties of the first part 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 & Defend the same in the quiet and peaceable possession of said parties of the second part, their 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 parties of the first part are justly indebted unto the said parties of the second part in the principal sum of Six Thousand Dollars, lawful gold money of the United States of America, being for the loan thereof made by the said parties of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 211, executed and delivered by the said parties of the first part, bearing date July 23rd 1888 and payable to the order of the said Dillwyn Parrish and James Brown Potter on the first day of August Eighteen hundred and Ninety three August 1st 1893 at the office of Austin & Co. Kansas City, Mo., with New York exchange, with interest thereon from date until maturity at the rate of Nine per cent per annum, payable semi-annually on the first days of February & August in each year, and twelve 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, and payable to the order of said Dillwyn Parrish and James Brown Potter at the office of Austin & Co. Kansas City, Mo., with New York exchange; which said loan and note said first parties hereby agree to pay according to the tenor thereof.

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