with all and singular the hereditaments and appurtenances thereunto belonging unto the party of the second part and to his heirs and 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, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas the said Parties of the first part are justly indebted unto the said Henry B. Blackwell in the principal sum of Eleven Thousand Dollars, lawful money of the United States of America being for a loan thereof of part purchase money of above described premises on the day and date hereof, made by the said Henry B. Blackwell to the said Parties of the first part and secured to be paid by the certain promissory note of the said Parties of the first part bearing even date herewith, payable to the order of the said Henry B. Blackwell in ten (10) years from the date thereof, at Douglas Co. Nat'l Bank. Lawrence, Kansas with interest after maturity, or default in payment of interest, at the rate of 10 per cent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi-annually, on the 25th day of June and of December in each and every year, and is specified by twenty interest notes or coupons of even date herewith, attached to the said note and payable at said Douglas County National Bank Lawrence, Kansas and in and 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 Thousand Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises insured, as hereinafter set forth, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the second part or assigns, to be at any time thereafter exercised without notice to the parties of the first part; but the legal holder of this mortgage may at option pay or cause to be paid the said taxes and assessments so due and payable, and such premiums and charges for insurance, as the mortgagor or assigns shall neglect or refuse to pay, and charge them against said parties of the first part, and the amounts so charged shall