whereas said Frederick E. Brooks and Susan A. Brooks have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Three hundred Dollars bearing even date herewith, payable at the office of The Kansas Loan and Trust Company, Topeka, Kansas, in equal installments of Thirty Dollars each, the first installment payable on the First day of May 1890, the second installment on the first day of November 1890, and one installment on the first days of May and November in each year thereafter, until the entire sum is paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid.

All appraisement and stay laws waived.

Now, If said Frederick E. Brooks and Susan A. Brooks shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same; then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents do become due and payable, and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree upon default of the above covenants and conditions, or any or either of them, to pay the sum of Fifty Dollars, to the mortgagee or its assigns, as Attorneys fees, for the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage. All appraisements and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its executors administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear from all incumbrances, and that they will, and their heirs, executors, and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.