

and State of Kansas, to wit: The South Eighty (80) Acres of the North (N) One Hundred and Thirty (130) Acres of the North West quarter of Section Two, Township Twelve, South of Range Seventeen (N.W. $\frac{1}{4}$ 7-12-17) East.

To Have and to hold the same, with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said 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 the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

First- That said parties of the first part are justly indebted to the said second party in the sum of Six Hundred & Fifty Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of December 1898, to the order of said second party, with interest thereon at the rate of Seven per cent. per annum, payable semi-annually on the first days of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest being payable at bank of Boston Safe Deposit and Trust Company, Boston, Mass., and all said notes bearing ten per cent. interest after maturity.

Second- The parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt, they will keep all fences, buildings and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

Third- It is agreed by said first parties that the party of the second part may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sums so paid shall become a lien upon the above-described real estate and be secured by this mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold without appraisement.

Fourth- In case of default in any of the covenants herein contained, the