

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 owner of the premises above granted, and seized of a good and indefeasible estate and 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 this instrument is made, executed and delivered, upon the following conditions, to-wit:

First: said John L. Hannam & Sarah M. Hannam justly indebted unto the said party of the second part in the principal sum of Five Thousand ⁰⁰/₁₀₀ 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 John L. Hannam and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered _____ executed and delivered by the said John L. Hannam & Sarah M. Hannam bearing date March 3^d 1894 and payable to the order of the said John Dean, Five years after date at Milledale Kansas with interest thereon from date until maturity at the rate of 8 per cent. per annum, payable semi annually, on the 3^d days of September and March in each year, and 10 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 John Dean at Milledale Kans.

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 for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments, and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.