right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever. and that they will forever warrant and defend the title to said premises unto the party of the second part its successors or assigns, against the claims and demands of all persons whomsoever.

Provided, Always. And this instrument is made, executed and delivered upon the following conditions, to wit:

The parties of the first part, to secure the repayment of the principal and interest of a loan of the principal sum of Five Hundred Dollars, made to them by the party of the second part, have executed and delivered to the party of the second part, their certain first mortgage real estate bond, numbered 5173, dated the 16th day of Augt. 1894, payable to the party of the second part or order, on or before ten years after date, with interest thereon from date until paid, at the rate of six per cent. per annum, payable monthly, in installments of $7.50, on the fifth day of each and every month during the continuance of said loan. Both principal and interest payable at Topeka Kan. in United States gold coin, and to immediately become due at the option of the legal holder hereof, without notice, upon default in the payment of any interest payment or any part thereof, or failure to comply with any of the conditions or agreements contained in this mortgage.

The parties of the first part agree to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

The parties of the first part agree to keep the buildings erected and to be erected on said premises or any part thereof insured against loss by fire & tornado, in some insurance companies that are satisfactory to the holder of said bond, in the sum of at least $500- and cause the policies for such insurance to be assigned and delivered to the holder of said bond to be held as collateral security thereto.

The parties of the first part agree to keep all buildings, fences and other improvements on said premises in as good repair and condition as they now are, and to abstain from the commission of waste on said premises or any part thereof.

Now, If the parties of the first part shall pay said sums of money in said bond and interest thereon, and every part thereof, at maturity, according to the terms of said bond, and to the person lawfully entitled to receive the same, and shall fully perform and comply with each and every of the conditions and agreements herein contained, then this conveyance shall be void; but in case of default in the payment of said sums of money, or either of them, or any part thereof, at maturity, or failure to perform or comply with any or either of the conditions or