

The following is indorsed on the original instrument.
 Known all men by these presents that David Holloway and Eliza Holloway do hereby warrant and agree to the parties of the second part that 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 he will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their heirs and assigns, forever, against the lawful claims of all persons whomsoever.
 In witness whereof, we have hereunto set our hands and seals at Topeka, Kansas, this 10th day of May, A.D. 1900.
 David Holloway
 Eliza Holloway
 Recorded May 31 " 1900. L. H. Newman Register of Deeds.

and all rights of homestead exemption, unto the said parties of the second part, and to their heirs and assigns, forever. And the said party of the first part does hereby covenant and agree, that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their 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 David M. Holloway is justly indebted unto the said parties of the second part in the principal sum of Three Hundred and Fifty Dollars, lawful money of the United States of America, being for a loan thereof, made by the said parties of the second part to the said David M. Holloway and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered One, executed and delivered by the said David M. Holloway bearing date February 15th 1895, and payable to the order of the said David Holloway and Eliza Holloway. Five years after date at Topeka Kansas, with interest thereon from date until maturity at the rate of Seven per cent. per annum, payable semi-annually on the Fifteenth days of August and February in each year, and Seven 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 David Holloway and Eliza Holloway at Topeka Kansas.

Second. Said party 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 parties 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 Seven 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, in-