

tract of land, lying and situate in Douglas County and State of Kansas, to wit: West half of the North east quarter of Section two township fifteen 15 South range nineteen (19) East containing eighty acres more or less.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party 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 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, 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 Benjamin K. Sutton and Jane M. Sutton justly indebted unto the said Nordyke & Marmou Co. of the second part in the principal sum of Nineteen Hundred Dollars, lawful money of the United States of America to the said Nordyke & Marmou Co. a Corporation and payable according to the tenor and effect of six certain First Mortgage Real Estate Notes numbered 1 to 6 inclusive, executed and delivered by the said Benjamin K. Sutton and Jane M. Sutton his wife bearing date March 1st 1895 and payable to the order of the said Nordyke and Marmou Company in one, two, three, four, five, six years after date at Indiana Nat. Bank, Indianapolis Ind. with interest thereon from date until maturity at the rate of six per cent. per annum, payable annually, on the First day of March in each year, and eight per cent. per annum after maturity.

Second, said party Benjamin K. Sutton and Jane M. Sutton his wife 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 first 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 eight 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 in-