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 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 Thomas Badsky + wife justly indebted unto the said party of the second part in the principal sum of Five hundred + 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 Thomas Badsky + wife, and payable according to the tenor and effect of One certain First-Mortgage Real Estate Note, which has been executed and delivered by the said Thomas Badsky and wife bearing date, 1896, payable to the order of the said C.S. Davison, three years after date, at Kansas State Bank Overbrook, Kans, with interest thereon from date untill maturity at the rate of 8 percent per annum, payable annually, on the days of and in each year, and 10 percent per annum, after maturity, the installments of interest being further evidenced by Three coupons attached to said principal note, and of even date therewith and payable to the order of said C.S. Davison at Kansas State Bank of Overbrook.

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 insurance hereinafter specified; and if not so, pay 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 10 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. Third: Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises untill the note hereby secured is fully paid.

Fifth: Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said

The following is endorsed on the original instrument
Know all men by these presents that I, C.S. Davison the Mortgagee within named do hereby acknowledge full payment of the debt secured by the foregoing mortgage secured and authorize the Register of Deeds of Osage County Kansas to discharge the same of record.
In Witness whereof I have hereunto set my hand on this 1st day of May A.D. 1901
C.S. Davison
Recorded May 1st 1901 [illegible] Register of Deeds