To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors 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 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 its successors 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 parties of the first part are justly indebted unto the said party of the second part in the principal sum of ($1000) One Thousand Dollars lawful money of the United States of America, being for a loan thereof made by said party of the second part to the said parties of the first part and payable according to the tenor and effect of a certain first mortgage real estate note executed and delivered by the parties of the first part, bearing date December 27th A.D. 1897, and payable to the order of the said The Kansas Mutual Life Insurance Company of Topeka, Kansas, on the first day of January A.D. 1903 after date, at the office of the said Company in Topeka, Kansas with interest thereon from the 29th day of December 1897, until maturity, at the rate of Seven per cent per annum, payable semi annually on the first days of July and January in each year, and ten 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 The Kansas Mutual Life Insurance Company at the office of said Company in Topeka, Kansas. The right to pay said principal sum in full or in multiples of $100 at the maturity of any interest coupon after one year is reserved.

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 lein 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 ten per cent per annum. But whether the legal holder or holders