

Township Number Twelve (12) South of Range Number Nineteen (19) East, Except Ten acres in the South West corner thereof, and subject to right of way granted to J. T. Browder, his heirs and assigns. Also the following. The North East quarter of the North East quarter of the North West quarter of Section Number Twenty Eight (28) in Township Number Twelve (12) South of Range Number Nineteen (19) East together with all rights of way thereto possessed by us, containing in the aggregate Eighty (80) Acres, more or less.

To have and to hold the same with all and singular the hereditaments and appurtenances therunto 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 (\$1100) Eleven hundred 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 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 said parties of the first part, bearing date December 29 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 annually on the first days of January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by Five 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 its legal