and defend the same in the quiet and peaceable possession of ~~the~~ said party of the second part her 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 Eugene S. M. Freeman and Winnie E. Freeman his wife are justly indebted unto the said party of the second part in the principal sum of Two Thousand 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 first parties and payable according to the tenor and effect of a certain first Mortgage Real estate note, Numbered 1- executed and delivered by the said first parties, bearing date February 18th 1898, and payable to the order of the said, Minnie Hollister, Five years after date at Bank of Topeka Topeka Kansas, with interest thereon from date until maturity at the rate of Six per cent per annum payable semi annually, on the 18th days of February and August in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by Coupons attached to said principal note, and of even date herewith, and payable to the order of said Minnie Hollister at Bank of Topeka, Topeka Kansas, 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 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