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, 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 parties of the first part are justly indebted unto the said party of the second part in the principal sum of Four 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 one certain First Mortgage Real Estate Note No. 580 executed and delivered by the said parties of the first part bearing date September 24th 1904. payable to the order of the said party of the second part, two years after date, at The State Savings Bank Topeka Ks. with interest thereon from date until maturity at the rate of seven per cent per annum, payable semi-annually, on the 24th days of March and September in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by four coupons attached to said principal note, and of even date therewith, and payable to the order of said Wm Macferran at The State Savings Bank Topeka Ks.

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 ten