

agree, that at the delivery hereof he himself is the 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 he will warrant and defend the same in the quiet and peaceable possession of 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 party of the first part justly indebted unto the said party of the second part in the principal sum of Five hundred (\$500) 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 A. R. Langford and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered - , executed and delivered by the said party of the first part bearing date Nov. 23rd 1901 - and payable to the order of the said A. R. Langford Five years after Dec. 1st 1901, at the office of M. E. Vrie Overbrook Kansas with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 1st days of June and December in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to the said principal note, and of even date therewith, and payable to the order of said A. R. Langford at the office of M. E. Vrie, Overbrook, Kansas. - Second. Said party of the first part hereby agrees 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 bear 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 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 party of the first part hereby agrees to keep all