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 his heirs 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 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 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 Hiram S & Barbara Ellen Garst justly indebted unto the said party of the second part in the principal sum of Two Thousand $\frac{00}{100}$ 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 Hiram S and Barbara Ellen Garst and payable according to the tenor and effect of One certain First Mortgage Real Estate note, which has been executed and delivered by the said Hiram S. and Barbara Ellen Garst bearing date September 25th 1899, payable to the order of the said F. W. Hartman three years after date, at Kansas State Bank, Overbrook Kan. with interest thereon from date until maturity at the rate of seven per cent per annum, payable annually on the 25th days of September and — in each year, and seven per cent per annum after maturity, the installments of interest being further evidenced by three coupons attached to said principal note, and of even date therewith, and payable to the order of said F. W. Hartman at Kansas State Bank. 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 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 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 seven per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall