

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 the 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 \$ 800.⁰⁰ Eight hundred 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 party 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 September 22nd A.D. 1895, and payable to the order of the said The Shawnee Fire Insurance Company, of Topeka, Kansas, on the 1st day of October A.D. 1910, after date, at the office of the said Company in Topeka, Kansas, with interest thereon from the 1st day of October A.D. 1910, after date, at the office of the said Company in Topeka, Kansas, with interest thereon from the 1st day of October 1905, until maturity, at the rate of 8 ¹/₂ per cent per annum, payable semi-annually on the 1st days of April and October in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said principal note and of even date therewith, and payable to the order of said The Shawnee Fire Insurance Company at the office of said Company in 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 with out notice, declare the whole sum of money herein secured due and