or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its 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 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 & Defend the same in the quiet and peaceable possession of said party of the second part its 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 first parties justly indebted unto the said party of the second part in the principal sum of One thousand $\frac{00}{00}$ Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of 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 executed and delivered by the said parties of the first part bearing date January 13th 1906 payable to the order of the said Peoples State Bank, Lawrence Kansas. five years after date, at their banking house with interest thereon from date until maturity at the rate of six per cent per annum, payable semiannually, on the 1st days of January and July in each year, and 10 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 Peoples State Bank at their banking house.

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 hereafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this