With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and all rights of homestead exemption, unto the said parties of the second part, and to their 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 parties of the second part their 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 parties of the second part in the principal sum of Twenty-three Hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said parties 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, 81922 executed and delivered by the said parties of the first part bearing date March first, 1906. payable to the order of the said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas. Makers reserve the option to pay this note at maturity of coupon due September 1st, 1906. or any coupon thereafter by giving thirty days notice. Five years after date, at Office of J. L. Pettyjohn & Co. with interest thereon from date until maturity at the rate of 5½ per cent per annum, payable semi-annually, on the first days of September and March in each year, and ten per cent per annum after maturity, the installments of interest being