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 Geo. O. Foster justly indebted unto the said party of the second part in the principal sum of Five hundred 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 Geo. O. Foster and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered, executed and delivered by the said Geo. O. Foster bearing date July 26. 1906. and payable to the order of the said Willis K. Folks Two (2) years after date at Merchants Natl bank Lawrence Kans, with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi annually, on the 26th days of January and July in each year, and Six per cent. per annum after maturity, the installments of interest being further evidenced by Party of First Part has option of paying any part or all at any interest paying date.

Second. Said parties of the first part have 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 part 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 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 —— per cent. per annum. But whether the