

of said party of the second part, its successors and assigns, against the lawful claims of all persons; and the said first parties does hereby relinquish and convey all rights of homestead thereto.

This instrument is made and delivered upon the following conditions, to wit:

First, The said first parties agree to pay second party, or order, the sum of Eight Hundred and Ten and ~~one~~^{two} Dollars, in 84 equal monthly payments of Nine and ~~two~~^{one} Dollars (\$9.44~~00~~⁰⁰) each, according to the tenor and effect of a series of 84 notes of even date herewith, numbered from No. 1 to No. 84, consecutively and payable at the office of The State Bank of Leavenworth, Kansas. Note No. 1 being payable on the first day of April 1907 and the remainder of said notes maturing and being payable, in their numerical order, one upon the first day of each succeeding month thereafter until all of said notes mature, note No. 84 being payable upon the first day of March 1917. Said notes bear interest at the rate of ten per cent per annum after maturity.

Second, The said first parties agree that if they shall fail to pay any of said notes for a period of thirty days after the same becomes due, then all of said series of notes remaining unpaid shall thenceforth, and by reason of such default, become due and payable immediately, at the option of the legal holder thereof.

Third, The said first parties agree to pay all taxes and assessments of whatever nature levied upon said premises before the same become delinquent; and if not so paid the legal holder 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 or assessments, and shall be entitled to recover the amount so paid, with interest at the rate of ten per cent per annum, and this mortgage shall stand as security therefore.

Fourth, The said first parties agree to keep the