

and appurtenances thereunto belonging, and all the right, title, estate and interest of the said parties of the first part therein.

In consideration of which, the said first parties doth, for themselves and their heirs hereby covenant and agree that at the delivery hereof they -- the lawful owners of the above described premises and every part thereof, and seized of a good and indefeasible estate of inheritance therein, in fee simple, that the same is free and clear of all incumbrances of every kind or nature whatsoever except a mortgage of Twelve hundred (\$1200.00) dollars and as such they will Warrant and defend the title to the same against the claims of any and all persons whomsoever.

This Grant is intended as a Mortgage on all of the above described real estate, to secure the payment of the sum of Two hundred (\$200.00) Dollars, according to the terms of a certain promissory note bearing even date herewith, and this day executed and delivered by said J.D. Taylor and Kittie H. Taylor, to the party of the second part. Said note being given for the sum of Two hundred (\$200.00) due and payable Four years from date, Oct. 1st, 1911. with interest thereon at the rate of six per cent per annum from date, until paid, payable semi annually on the first days of January and July of each year. Both principal and interest payable at the office of J. R. Miller, in Iola, Allen County, Kansas. But it is expressly agreed by the parties hereto, that in case of a default in the payment of any one of said notes at maturity, or of any interest payment, when the same shall become due and payable, will at the option of the legal holder of this mortgage, mature the entire debt, and said mortgagee, his successors, heirs or assigns may at any time thereafter declare the whole debt by this mortgage secured at once due and payable, and said debt shall draw interest from the date of declaring upon such default, or from maturity, at the rate of ten per cent per annum, whether said note matures according to its terms, or by reason of the omission or commission of any act that would constitute a default in this mortgage as herein specified or provided for, anything in said note contained to the contrary notwithstanding.

It is further expressly agreed that said notes and this mortgage are to be construed together as one contract. This conveyance shall be void if such payments be made in accordance with the terms of said notes and this mortgage, and if all of the terms and conditions of this mortgage are fully complied with at the time and in the manner herein specified. On a full and complete compliance with all the conditions of this mortgage as either above provided for, or as hereinafter specified, the said second party his successors, heirs or assigns, shall execute and deliver to the said first parties, their heirs or assigns a good and sufficient release, to be by said first parties released of record. The said parties of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall have accrued thereon, and to keep said premises insured in favor of the said mortgage in a sum not less than ----Dollars, in some insurance company satisfactory to said mortgagee, and to keep improvements thereon in good repair, and not suffer any waste to be committed thereon. In default of any of the above agreements, the said mortgagee may pay the taxes and accruing and insure the buildings on said premises, at the expense of the parties of the first part, penalties, interest and cost, and cost of such insurance, shall from the time of payment thereof, be and become an additional lien under this mortgage, upon all of the above described premises, and shall bear interest at the rate of ten per cent per annum. But