and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption unto the said party of the second part and to his heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is 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 he will warrant and defend the same in the quiet and peaceable possession of the 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; The said party of the first part is justly indebted unto the said party of the second part in the principal sum of Three 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 party of the first part and payable according to the tenor and effect of one certain Real Estate Mortgage Bond numbered 2768 executed and Delivered by the said party of the first part bearing date May First 1884 and payable to the order of the said party of the second part on the first day of May A.D. 1889 at the Third National Bank in the City of New York with interest thereon if paid at maturity at the rate of eight per cent per annum payable semi-annually on the first days of May and November in each year and twelve per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to the principal bond and of even date therewith payable to the order of the said party of the second part at the Third National Bank in the City of New York. It is agreed that in case the interest upon said principal bond or any of said coupons or any portion thereof shall remain unpaid for the space of ten days then at the election of the said party of the second part the whole amount of said bond together with all accrued interest and all the sum or sums secured by this mortgage deed shall become at once due and payable without notice and may be collected in like manner as

The following is endorsed on the original instrument
Know all Men by these Presents That I, J. L. McAlister the assignee within named do hereby acknowledge full payment of the note by the foregoing mortgage secured and authorize the Register of Deeds of Douglas County Kansas to discharge the same of record. In Witness Whereof I have hereunto set my hand on the 2nd day of May A.D. 1889
J. L. McAlister {Seal}
Recorded May 7 1889 James Brooks Register of Deeds