

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 they were 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 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 Jeremiah Dwyer and Mary Dwyer his wife justly indebted unto the said party of the second part in the principal sum of Twenty two 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 Jeremiah Dwyer and Mary Dwyer his wife and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered 500 executed and delivered by the said Jeremiah Dwyer and Mary Dwyer his wife bearing date August 13th 1884 and payable to the order of the said Geo. W. Scott on or before in sums of one Hundred Dollars or more Ten years after date at Kansas City Mo. with interest thereon from date until maturity at the rate of eight per cent per annum payable annually on the first day of March in each year and Ten per cent per annum, after maturity, the installments of interest being further evidenced by Ten coupons attached to said principal note and of even date therewith, and payable to the order of said G. W. Scott at Kansas City Mo.

Second, Said parties of the first part 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 party of the second part or the legal 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,