of said creek to the East line of the quarter Section thence North to the place of beginning said two exceptions being about Thirty one (31) acres

To Have and To Hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of Homestead exemption unto the said party of the second part her heirs and assigns Forever And the said parties of the first part do hereby covenant and agree that at the delivery hereof Emma S Cummings 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 She will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her 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 parties of the first part are justly indebted unto the said party of the second part in the principal sum of Three Thousand Seven Hundred and Fifty - 3750 - Dollars lawful money of the united States of America being for the purchase money thereof of said described property payable according to the tenor and effect of four certain First Mortgage Real Estate Notes executed and delivered by the said parties of the first part bearing date March Twenty ninth (29th) 1882 and payable to the order of the said Annie Johnson Respectively 1 - 2 - 3 & 4 - years after date at the Douglas County Bank of Lawrence Kansas with interest thereon from date until maturity at the rate of Eight per cent per annum payable semi annually on the 29th days of September and March each year and twelve percent per annum after maturity

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 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 twelve per cent per