

her twenty (20) in Douglas County Kansas.

To have and to hold the same, with all and singular the hereditaments and appurtenances therunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners 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, 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 Mary C. Baker and Rebecca M. Baker are jointly indebted unto the said party of the second part in the principal sum of eight 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 parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered 205 executed and delivered by the said parties of the first part bearing date September 17th 1886 and payable to the order of the said Mary C. Foxon five years after date, at the National Bank of Lawrence with interest thereon from date until maturity, at the rate of eight per cent. per annum, payable semi-annually, on the 17th days of March and September in each year, and 12 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 Mary C. Foxon at the National Bank of Lawrence.

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 12 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the