

ond part, their heirs and assigns, all of the following described Real Estate situated in the County of Douglas and State of Kansas to-wit: Lots A, B, C, D and E, of Block One of University Place an Addition to the City of Lawrence as the same are designated on the recorded plat of said Addition in the office of the Register of Deeds of Douglas County, Kansas and the said William T. Smith & Mary E. Smith 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 & clear of all incumbrances and that they will Warrant & defend the same in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns forever, against all persons claiming the same.

To Have and to hold the same, together with all and singular the rights, privileges, tenements, hereditaments & appurtenances thereunto belonging or in anywise appertaining, forever upon this express condition, to-wit: That whereas the said William T. Smith and Mary E. Smith have this day executed & delivered three certain promissory notes to said parties of the second part, One for One Thousand Dollars due four years after date marked C. One for One Thousand Dollars due three years after date marked B. One for Five hundred Dollars due one year after date marked A. All dated August 6, 1884 and drawing interest from date at the rate of seven per cent per annum payable annually, and if not paid when due, the whole is to draw interest at the rate of twelve per cent per annum from date and to become at once due and payable: All the above are given for part of the purchase price of the above described property. This mortgage is to be governed by the laws of the State of Kansas.

Now if said parties of the first part, their executors, administrators or assigns, shall pay or cause to be paid to said parties of the second part, their executors, administrators or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the tenor and effect thereof and shall keep the building erected and to be erected upon the premises above conveyed insured against loss or damage by fire in the sum of not less than Two Thousand Dollars, by such insurance company or companies as shall be approved by said parties of the second part, and in default of said insurance the said parties of the second part may effect such insurance, and the premiums paid for effecting the same, together with all expenses, cost and charges in con-