

know all Men by these Presents That Charles T. Dobson Unmarried of Kansas City, Missouri party of the first part, in consideration of the sum of Four Thousand and no Dollars in hand paid by James T. Tombard, party of the second part, do hereby sell and Convey unto the said James T. Tombard, the following described premises situated in the County of Douglas and State of Kansas to wit:

The North west quarter of Section Seven (7) in Township Twelve (12) of Range Twenty (20) Except right of way to Union Pacific Railroad East of the Sixth Principal Meridian; containing in all 160 acres, more or less, according to Government survey.

To have and to hold the premises above described, with the appurtenances thereunto belonging, to said James T. Tombard, and to his heirs and assigns forever. And the said party of the first part covenants with the said party of the second part, as follows:

First-That they have good right to sell and convey the said premises.

Second-That the said premises are free from encumbrance.

Third-That they will warrant and defend the title against the lawful claims of all persons.

Fourth-That they do hereby release all rights of dower in and to said premises, and relinquish and convey all their rights of homestead therein.

Fifth-That they will pay to said second party, or order, at the office of Tombard Investment Company in Kansas City, Mo., Four Thousand & no Dollars on the first day of June A.D. 1894, with interest thereon from date until paid, at the rate of seven per cent. per annum, payable semi-annually, on the first days of June and December in each year, and in accordance with the one promissory note of the said Grantors, with coupons attached, of even date herewith.

Sixth-In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and his assigns interest at the rate of 10 per cent. per annum, computed semi-annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount collected shall be, and not exceed the legal rate of ten (10) per cent.

Seventh-The said first party agrees to pay all taxes and assessments levied upon said real estate for the same become delinquent, also all liens, claims, adverse titles and encumbrances on said premises, and if not paid, the said second party, or his assigns, may, without notice, declare the whole sum of money herein secured due and collectible at once, or may elect to pay such taxes or assessments, and be entitled to interest on the same at the rate of ten (10) per cent. per annum and this mortgage shall stand as security for the amount so paid with such interest.

Eighth-The said first party agrees to keep all buildings, fences, and other im-