

This Indenture Made this Twenty First day of September in the year of our Lord one thousand eight hundred and eighty nine (1889) between Charlotte A. Herrington and Freeman Herrington her husband of the City of Lawrence in the County of Douglas and State of Kansas parties of the first part and the American Building and Loan Association, of the City of Minneapolis in the County of Hennepin and State of Minnesota, party of the second part.

Witnesseth that the said parties of the first part, for and in consideration of the sum of sixteen hundred Dollars (\$1600.00) to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, forever, all those Tracts, Pieces, or Parcels of land lying and being in the County of Douglas and State of Kansas described as follows, to wit: Lots numbered Fifty Six (56) Fifty Eight (58) and Seventy (70) of Block Numbered Fifty Six (56) in West Lawrence according to the official plat thereof filed in the office of the Clerk of the District Court in and for said County and State on the 24th day of September A.D. 1869.

We hereby expressly waive all appraisement laws under the laws of Kansas regulating the foreclosure of Mortgages upon real estate.

To have and to hold the same, together with all the hereditaments and appurtenances therein or in anywise appertaining unto the said party of the second part, its successors and assigns forever. And the parties of the first part do covenant with the party of the second part, its successors and assigns as follows: That they are lawfully seized of said premises in fee simple; That they have good right to grant and convey the same as above conveyed; That said premises are free from all Liens and Incumbrances whatsoever; That the said party of the second part, its successors and assigns, shall quietly enjoy and possess the same and that the said parties of the first part will warrant and defend the title to the same against all lawful claims.

And the said parties of the first part do still further covenant and agree with said party of the second part, its successors and assigns: That at all times during the continuance of this Mortgage, and until the same shall be fully paid or released they will keep the buildings on the said premises unceasingly insured in some first-class responsible Insurance Company, satisfactory to the Mortgagee for at least the sum of Twelve hundred Dollars (\$1200.00) payable in case of loss to said party of the second part to the amount then secured by this Mortgage, and that they will during all said time pay all taxes and assessments that may for any and all purposes be assessed or imposed on