

tion of the sum of Twelve Hundred Dollars, to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, Bargained and sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described land, lying and situate in the County of Douglas and State of Kansas, to wit: The north east quarter of Section one (1) Township number Fifteen (15) Range number seventeen (17) Except one acre for School House and The west half of the South East quarter of Section one (1) Township Fifteen (15) Range number seventeen (17) East of the sixth principal meridian.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part and to its successors and assigns forever. And the said parties of the first part does hereby covenant and agree that at the delivery hereof they 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, its successors 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 Twelve 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, executed and delivered by the said parties of the first part bearing date November 1<sup>st</sup> 1889 and payable to the order of the said Connecticut Mutual Life Insurance Company, of Hartford, Connecticut on the first day of November 1894 at its office in Hartford, Connecticut, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the first days of November and May in each year, and ten 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 Connecticut Mutual Life Insurance Company, of Hartford, Connecticut, at its office in Hartford, Connecticut. The parties of the first part are hereby given the privilege of paying this entire loan in sums of One Hundred Dollars or any multiple thereof, at the maturity of any interest coupon.

Second. Said parties of the first part hereby agrees 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,