

Lawrence, Douglas County, State of Kansas

Whereby waiving and releasing to the said party of the second part all right, title, interest and estate in and to the above described premises resulting from or incident to the Homestead Laws of the State of Kansas.

To have and to hold the same, together with all and singular, the emblements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever. And the parties of the first part hereby covenant that at the delivery hereof they are lawfully seized in their own right of an estate in fee simple of and in the above described premises; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatever, and they will forever warrant and defend the title to said premises unto said second party, its successors, and assigns against the claims of all persons whomever.

Upon this Condition, however:

Whereas, the said parties of the first part have this day made, executed and delivered to the party of the second part, on certain money bond of even date herewith, signed by said parties of the first part, whereby they are bound unto the said second party in the principal sum of One Thousand $\frac{1}{2}$ (\$1000 $\frac{1}{2}$) Dollars, for money loaned by it under its charter and by-laws on Ten Shares of its capital stock issued to Lydia A. Niswip, said bond binding said parties of the first part to pay said second party monthly Ten $\frac{1}{2}$ (\$10 $\frac{1}{2}$) Dollars as due on said stock, Five $\frac{1}{2}$ (\$5 $\frac{1}{2}$) Dollars as interest on the money loaned, and Five $\frac{1}{2}$ (\$5 $\frac{1}{2}$) Dollars as premium on the money loaned, and all fines accruing on said stock until said stock shall mature, and the said bond shall be thereby paid; and said bond further providing, that in default of six monthly payments of interest thereon or due on the stock or premiums, or any or either of them, then the whole amount of principal, interest, premium, due on stock and fines accruing, shall become due and payable immediately; and whereas, said parties of the first part have agreed, and do hereby agree that they will at their own proper charge and expense keep the premises herein described in good repair and condition, and pay and discharge before they become delinquent, all and every of the taxes and assessments that are or may become due and payable thereon under any law, ordinance or regulation, whether by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by said second party, to whom the loss, if any, shall be payable and by whom the policies shall be kept. And in case default be made by said first parties in the performance of any of the foregoing conditions, the same may be performed by said second party for account and at the expense of said first parties, and any and all expenses so incurred by said second party for account, and at the expense of said first parties