

acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey unto the party of the second part, its successors and legal representatives, the following described real estate situated in the County of Douglas and State of Kansas to-wit: Lot Number Eighty five (85) on New Jersey Street in the City of Lawrence. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

The parties of the first part covenant and agree that at the delivery hereof they the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, its successors and legal representatives, forever.

This Grant is intended as a mortgage to secure the payment of Three Hundred Dollars according to the terms of a certain promissory note for said sum, of even date herewith, executed and delivered by the parties of the first part, and payable in gold coin, or its equivalent, to the party of the second part at its general office in Lawrence, Kansas, in monthly installments according to the terms of said note and the Rules and By-Laws of the party of the second part.

The parties of the first part covenant and agree to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, be secured by this mortgage and be collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per annum until paid.

The parties of the first part further covenant and agree to keep the buildings, fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition; and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount of not less than Three Hundred Dollars, loss, if any, payable to the party of the second part as its interests may appear; and if additional insurance be procured thereon, and the policies therefor shall not be made in terms payable as herein specified, the company placing such additional insurance shall nevertheless make contribution in case of loss to the same extent as it would be required to do if said policies had been so made payable and delivered to the party of the second part as additional and collateral security for the payment of said debt.

The parties of the first part further agree that if default be made for the space of three months in the payment of any sum covenanted to be paid