

deposable estate of inheritance therein free and clear of all incumbrances, except a first mortgage of Three Hundred Dollars to the party of the second part 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 Seventy five Dollars according to the terms of a certain promissory note for said sum, of even date here with, 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 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 and wind storms to the amount of not less than Four 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 in said promissory note, including the dues, interest, life insurance premiums and fines, as provided in said Rules and By-laws, or in paying the taxes and insurance premiums herein covenanted to be paid, or in case of the breach of any covenant in said promissory note or herein contained, or if said premises become unoccupied and vacant for the space of three months, or strip and waste be committed, all sums hereby secured shall, at the option of the party of the second part, become due and payable and bear interest at the rate of ten per cent. per annum until paid, and the party of the second part shall have the right to foreclose this mortgage and to have a