

the said second party, its successors or assigns, the following described real estate, situate lying and being in the County of Douglas and State of Kansas, to-wit:

Lot Number Seventy Five (55) on New York Street in the City of Lawrence Douglas County, Kansas.

Hereby 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 any wise 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 encumbrance whatsoever, 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 whomsoever. 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 their certain promissory note of even date herewith, by which for value received they promise to pay to the said Royal Loan Association of St. Joseph, Missouri, or order, Seven Hundred and Ten Dollars, at the office of said association in the City of St. Joseph, Missouri with interest there on from date until paid, at the rate of eight per cent, per annum, the principal and interest of said note being payable monthly in installments of Eleven dollars each, the first installment to be paid on the First day of August 1904 and the other installments to be paid on the corresponding date in each month thereafter until the whole debt shall be paid.

And Whereas, the said parties of the first part do hereby covenant that they will procure Seven Hundred dollars fire insurance, and also cyclone insurance to the same amount upon the improvements upon said real estate in insurance companies satisfactory to the said party of the second part, and will maintain the same until payment in full of said note and of all sums that may be expended under the provisions of this deed, and will deliver all policies of insurance that may be issued upon said improvements whether in ^{the application of the insurance money in case of loss to the payment in full of said note and of all sums that may be expended} ~~excess~~ of the amount above required or not to the said party of the second part, so conditioned as to direct hereunder; but in the event of their failure so to do the said party of the

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