

This indenture, made this first day of March, A.D. 1897 by and between
 Frank Burgoyne and Bertha Burgoyne, husband and wife of
 Lawrence, County of Douglas and State of Kansas, parties of the first
 part, and The Atlas Building and Loan Association of Lawrence,
 Kansas, party of the second part. Witnesseth: That the parties of
 the first part, in consideration of the sum of Four hundred dollars
 to them duly paid, the receipt of which is hereby acknowledged,
 have sold and by these presents do grant, bargain, sell and convey
 unto the party of the second part, its successors and legal representa-
 tives, the following described real estate situated in the county of
 Douglas and State of Kansas, to wit: Lot number 210-212 and
 214 on Elm Street in Block Four 4 in North Lawrence Kansas. 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 are 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 Four hundred \$400 - dollars
 according to the terms of a certain promissory note for said sum,
 of even date herewith, executed and delivered by the part 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
 Bylaws 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, to 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
 \$300 dollars, loss, if any, payable to the party of the second part with
 interest to 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

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