

quarter (S. 1/4 1/4) and six (6) acres off the West side of the East 1/2 (E 1/2 1/2) of the South West Quarter (S. 1/4 1/4) of Section Eighteen (18) Township Fifteen (15) Range Eighteen (18) less 32 acres off South end of above described tract situate in Douglas County and State of Kansas and containing Fifty acres (50.00). To have and to hold the same with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining and all rights of homestead exemption unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever against the lawful claims of all persons whomsoever. Provided, Always, and this instrument is made executed and delivered upon the following conditions to wit:

First: said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Four Hundred Dollars, lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain first mortgage real estate note, numbered one executed and delivered by the said parties of the first part bearing date Jan'y. 31st 1883 and payable to the order of the said L. H. Faulkner of Champaign Illinois five years after date at Champaign Illinois with interest thereon from date until maturity at the rate of 10 per cent. per annum payable semi-annually on the 31 days of January and July in each year and 12 per cent. per annum after maturity the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith and payable to the order of said L. H. Faulkner at Champaign Illinois.

Second: said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified and if not so paid the said party of the second part or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured due and payable at once or may elect to pay such taxes assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of 12 per