

sell convey and confirm unto the said New England Loan and Trust Company its successors and assigns forever the certain premises or tract or parcel of real estate situated in Douglas County State of Kansas described as follows to wit: South half of the North West quarter of Section Twenty eight in Township Thirteen South of Range Nineteen East of the Sixth Principal Meridian Kansas containing eighty acres according to United States Government Survey

Dr. 2. N. Sh. 4 28-13-19-E. 6th P.M. Ks. 80 ac.

To have and to hold the above described premises and all appurtenances thereto belonging unto the said second party its successors and assigns forever. The said Harvey B. Bown and Charles T. Bown represent to and covenant with said second party that they hold said premises in fee simple that they have good and lawful right to sell and convey the same that said premises are free and clear from all all liens and incumbrances that they will warrant and defend the title to said premises against the lawful claims of all persons whomsoever. And the said party of the first part hereby expressly relinquish release and convey all rights of Homestead Exemption and every contingent right in and to said premises. This Instrument is executed and delivered upon the following conditions to wit: First said first party agree to pay said second party or order Twenty + ²⁰/₁₀₀ Dollars ~~in~~ in installments according to the terms of a promissory note executed and delivered by said Harvey B. Bown, Ing F. Bown and Charles T. Bown to said second party and bearing even date herewith.

second: This mortgage is made subject to prior mortgage to the New England Loan & Trust Co. for \$400⁰⁰ and it is hereby stipulated that in case of failure by the first party to pay any interest or other payments provided for in said prior mortgage when the same shall become due and payable in accordance with the terms thereof or failure to keep and perform any of the covenants, conditions stipulations and agreements therein contained and agreed to this mortgage shall become ^{due} and payable at once at the election of the holder hereof without notice to the first party, and this mortgage may thereupon be