

County of Douglas, and State of Kansas, known and described as follows, to-wit:

Commencing thirty (30) feet East of the S.W. corner of the East one half ($\frac{1}{2}$) of the N.E. $\frac{1}{4}$ of one quarter Section numbered six (6) in Twp. numbered thirteen (13) in Range numbered twenty (20), thence North eleven and twenty eight one hundredths (11.28) chains, thence West four hundred fifth five one thousandths (.455) chains, thence North two and eighty nine one hundredths (2.89) chains, to the right of way granted to the St. L.L. & Denver, R.R.Co., thence by said right of way North thirty six and one half ($36\frac{1}{2}^{\circ}$) degrees East four and thirty hundredths (4.30) chains, thence North twenty nine and one half ($29\frac{1}{2}^{\circ}$) degrees East six and Six one hundredths (6.06) chains, thence North seventeen (17°) degrees East three and thirty one hundredths (3.30) chains, to intersect the right of way of the Leavenworth, Lawrence & Galveston R.R.Co., chains to intersect the right of way of the Leavenworth Lawrence & Galveston R.R.Co., thence by said right of way South six (6°) degrees West twenty six and nine one hundredths (26.09) chains to the south line of said one quarter ($\frac{1}{4}$) section, thence West three and thirty four one hundredths (3.34) chains to the place of beginning, containing eight and seventy one hundredths (8.70) acres, more or less, All of the above being East of the sixth (6th.) P.M.

To Have and to Hold the Same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, that in case of default in payment of said promissory note or any part thereof, or the interest thereon, according to the tenor or effect thereof, or in case of the breach of any of the covenants or agreements herein mentioned, then this deed of trust may be treated as a mortgage and be foreclosed in and through the courts for the purpose of paying the indebtedness secured hereby. And the party of the first part for his self and his heirs, executors and administrators, covenant and agree to and with the said party of the second part and his successor in trust herein ^{after} named to pay in due season all taxes and assessments on said premises and to keep all buildings that may be on said premises at any time during the continuance of said indebtedness, or any part thereof, insured for an amount equal to the value thereof, with loss payable to the trustee herein or the holder or holders of said note and in case of failure for any cause thus to insure or pay such taxes or assessments, said trustee or the holder or holders of said note, or either of them, may procure such insurance and pay such taxes or assessments and all moneys thus paid with interest thereon at the rate of seven per cent. ^{that} per annum shall become so much additional indebtedness secured by this deed of trust; and ^{that} at the time of the ensembling and delivery of these presents the said party of the first part is well seized of the premises in fee simple and has good right, full power and lawful authority to grant, bargain and sell the same in the manner and form as aforesaid, and that the same are free and clear of all liens and encumbrances whatsoever (except---).

And it is Stipulated and Agreed, That in case of default in any of said payments of principal or interest as aforesaid, or of a breach in any of the covenants or agreements herein, then and in that case, the whole of the indebtedness hereby secured and the