Now, Therefore, the party of the first part, in consideration of the premises and for the purpose aforeseid, and in the further consideration of one dollar, to him in hand paid by the party of the second part, the receipt whereof is hereby confessed, has and rfo does hereby grant, bargain, sell and convey unto the said party of the second part, and its successor in trust Forever, all the lands and premises situate in the Lan County of Douglas and State of Kensas known and described as follows, to wit: Commencing thirty (30) feet East of the S.W. corner of the E. one half (2) of the [N.E. Frac'l, one quarter (+) of section numbered six (6) in Twp. numbered thirteen z(13) in Range numbered twenty (20) thence West eleven and eight one hundredths (11.08) chains, thence North eleven and thirty two one hundredths (11.32) chains, 203 tience East eleven and eight one hundredths (11.08) clains thence South eleven and twenty eight one hundredths (11.28) chains to the place of beginning, containing witwelve and fifty two one-hundredths (12.52) acres, more or less, less the right of way granted to the St. L.L.& Denver, R.R.Co., All of the above being East of the ysixth (6th) P.H. To Have and to hold the Same, together with all and singular the privileges and Rappurtenances 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 a 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 hereinafter named to pay in due season all taxes and assessments on said premises and to keep all buildings 5-0 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 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. per annum shall become so much additional indebtedness secured by this deed of trust; and that at the time of the ensealing and delivery of these presents the said party of t the first part is well seized of the premises in fee simple and has good right full power and lewful 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_agree ments-herein, then and in that case, the whole of the indebtedness here by secured and-the-interest thereon may, at the option of the holder or holders thereof, at one once become due and payable, and this deed of trust be foreclosed in the manner and with the same effect as if said indebtedness had matured. And it is Further Agreed and especially understood that in case of death, resignation

decentry

the

zeka

Den 2 1911

0

0

etrumpet.

49