

All the south four fifth ($\frac{4}{5}$) of the East half ($\frac{1}{2}$) of the south east fourth ($\frac{1}{4}$) of block number nine (9) in that part of the city of Lawrence Kansas Formerly known as North Lawrence, except the north fifty feet off said tract. To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto 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 party of the first part, does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of 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 Margaret Newman is justly indebted unto the said party of the second part in the principal sum of Three Hundred (\$300.00) 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 Margaret Newman and payable according to the tenor and effect of one certain first mortgage real estate note numbered 1 executed and delivered by the said Margaret Newman bearing date September 15th 1910 and payable to the order of the said O.P.Barber & Arrabella P. Barber Three (3) years after date at Peoples State Bank, Lawrence, Kansas with interest thereon from date until maturity at the rate of 7 per cent per annum, payable semi-annually on the 12th days of March and September in each year, and 7 per cent per annum after maturity, the installments of interest being further evidenced by six coupons attached to the principal note, and of even date therewith, and payable to the order of said O.P.Barber & Arrabella P. Barber at Peoples State Bank, Lawrence Kansas, Second. said party 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 of the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest, at the rate of ___ per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof. Third, Said party of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured & fully paid. Fourth. Said Party of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company