

(8) rods; thence North twenty (20) rods; thence West eight (8) rods; thence South twenty (20) rods to the place of beginning in that part of the City of Lawrence, formerly known as North Lawrence; making a tract 330 front feet on the street by 135 ft. in depth.

TO HAVE AND TO HOLD, the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, F.E. Burroughs, the said party of the first part, has this day made, executed and delivered to the said party of the second part, his Promissory Note of even date herewith, by which he promise to pay to the said M.L. Cisco, or order, for value received Five Hundred Dollars due November 30th 1912, with interest from date to maturity at the rate of seven per cent per annum, payable semi-annually, as evidenced by two interest notes of even date therewith and attached thereto, for the sum of \$3.50 each falling due on the ^{May and} 30th days of ^{notes} November in each year, both principal and interest, are payable at Kansas City, Mo. and bear interest from maturity at the rate of Ten per cent per annum, payable semi-annually.

NOW IF the said F.E. Burroughs shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party of the first part, his heirs and assigns, and all persons claiming under him at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said note and interest and all