

its successors and assigns, all of the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit: Lots Ninety four (94) and Ninety six (96) on Kentucky Street, in the City of Lawrence, County of Douglas and State of Kansas, and said parties of the first part do hereby covenant and agree that at the delivery hereof they are as such Trustees, the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against all persons claiming the same. TO HAVE AND TO HOLD the same, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, upon the express condition, to-wit: That whereas said parties of the first part have this day executed and delivered their certain promissory notes to said party of the second part, payable to the order of the said party in Kansas City, Missouri, bearing interest from date at the rate of six per cent per annum, payable semi-annually, viz., five principal notes for the sum of Two Thousand Dollars each, payable successively in 12-24-36-48 and 60 months after date Said parties of the first part hereby agree not to sell, transfer or incumber the above described property during the life of this instrument without consent of second party. Now if said parties of the first part, their successors or assigns shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the tenor and effect thereof, and shall keep the buildings erected and to be erected upon the premises above conveyed insured against loss or damage by fire and tornado in the sum of not less than Ten thousand Dollars, each, by such insurance company or companies as shall be approved by said party of the second part, and in default of said insurance the said party of the second part may effect such insurance, and the premiums paid for effecting the same, together with all expenses, costs and charges incident thereto, with interest thereon at the rate of six per cent per annum from the date of payment thereof by said party of the second part until repaid by the said parties of the first part, shall be a lien upon said mortgages premises, added to the amount of said obligation and secured by these presents, and shall be included in and made a part of any judgment upon foreclosure of this mortgage, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon is not paid when the same is due, or should first parties sell, transfer or incumber said property without the consent of the second party, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof, are not paid when the same are made due and payable, or if said insurance is not effected, and if the policies and certificates are