

these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell alien, remise, release, convey and confirm unto the said party of the second part, and its executors, administrators and assigns, all the following pieces, parcels, lots or tracts of land situate, lying and being in the City of Lawrence the County of Douglas and the State of Kansas, and described as follows; lots Fifty-five (55), Fifty-seven (57), and Fifty-nine (59), with a four room frame house all being in Block Ten (10) West Lawrence, as per plat recorded in the Clerk's office, such lots and the house thereon being valued at One thousand (\$1000.00) dollars, there being a prior mortgage on this property to secure a debt of Five Hundred (\$500.00) dollars together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest in the said property, possession, claim and demand whatsoever, as well in law as equity, of the said party of the first part in and to the same, and every part and parcel thereof, with the appurtenances; To Have and To Hold the above granted and described premises unto the said party of the second part, its executors, administrators and assigns, to its own proper use, benefit and behoof forever. Provided always, and these presents are on this express condition that if the said O. M. Thornton, his heirs, executors, or administrators, shall well and truly pay unto the party of the second part, its executors, administrators and assigns, all of that indebtedness now existing, or that will exist during the term for which this mortgage is expressly given according to the true intent and meaning thereof, together with all costs, charges and expenses including reasonable attorneys fees and commissions, which the said party of the second part may incur or be put to in collecting the same by foreclosure or otherwise, and shall pay all taxes and assessments levied or assessed on said mortgaged premises, and shall not permit or suffer any strip or waste on said premises, and shall comply with all the covenants contained in this mortgage, and pay all the moneys secured hereby, then these presents and the estate hereby granted shall cease, determine and be absolutely null and void, and the said party of the first part for himself, and his heirs, executors and administrators, doth hereby promise, covenant and agree to pay unto the said party of the second part its executors, administrators and assigns, all of that said indebtedness now existing or that will exist during the term of this mortgage; and that if default be made in the payment of such indebtedness, or any part thereof, shall be due and unpaid for the space of days, then and from thenceforth it shall be optional with the said party of the second part, its executors, administrators and assigns, to consider the whole of such indebtedness as due and payable, and that the said party of the first part, hereby covenants, promises and agrees to and with the said party of the second part, to pay all taxes and assessments that may be levied or imposed upon said premises during the continuance hereof of this mortgage, and to pay all costs, charges and expenses in collecting the moneys hereby secured, including attorneys fees and commissions whether collected by foreclosure or otherwise, and any and all