

That part of the southwest quarter of section number twelve, in township number twelve north, of range number nineteen east, described as follows, to-wit: Beginning at a point in the west line of said quarter section eighteen and sixty-eight one-hundredths rods south of the northwest corner thereof; thence south along said west line to the southwest corner thereof; thence east along the south line of said quarter section to the southeast corner thereof; thence north along the east line of said quarter section to a point eighteen and sixty-eight one-hundredths rods south of the northeast corner thereof and thence west to the point of beginning, containing one hundred forty acres, more or less, subject to the right to construct and keep open a drain granted in the partition deed dated January 4th, 1866 made by S. T. Zimmerman et al. to Henry M. Simpson, and recorded in the office of the register of deeds for said county in Volume "T", page 36, and further reserving a perpetual right of way over and across said premises upon a strip 20 feet in width on the west side thereof running from north to south, described in the last mentioned deed.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

To have and to hold, the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

CONDITIONED, HOWEVER, That if Paul R. Laptad, one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Nine thousand dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Paul R. Laptad, one of said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper office showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Three thousand dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep