

hereditaments and appurtenances thereunto belonging or in any-wise appertaining, all rights of homestead exemption unto the said party of the second part and to her heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part her heirs and assigns forever against the lawful claims of all persons whatsoever.

Provided, Always, And this instrument is made executed and delivered upon the following conditions to wit;

First, Said Christian F. Kahn and Christiane D. Kahn are jointly indebted unto the said party of the second part in the principal sum of Seven Hundred 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 Christian F. Kahn and Christiane D. Kahn and payable according to the tenor and effect of their certain First Mortgage Real Estate note numbered one executed and delivered by the said Christian F. Kahn and Christiane D. Kahn bearing date December 1st 1884 and payable to the order of the said H. B. Dunn five years after date at Douglas County Bank Lawrence, Kans. with interest thereon from date until maturity at the rate of nine per cent per annum payable semi-annually on the first days of June and December in each year and 12 per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith and payable to the order of said H. B. Dunn at Douglas County Bank Lawrence Kans.

Second said parties 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 on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of 12 per cent per annum. But whether the legal holder or holder of this mortgage elect to pay such taxes assessments or insurance premiums or not it is distinctly understood that

The mortgage herein recorded and the note thereby secured has been fully paid and satisfied and the mortgage hereby released by the 28th day of May 1891

Jacob Horse

J. M. Register of deeds