

promissory note and for the foreclosure of this mortgage a sum equal to ten per cent upon the amount due on said note shall be added to the same and included in any judgment rendered thereon as attorney's fees for collection and services. But if said suit after being instituted shall be settled before judgment is rendered then half said amount shall be paid as said attorney's fees.

And the said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings on said premises in the sum of \_\_\_\_\_ Dollars in such companies as the said party of the second part or the legal holder of said note may elect such policies of insurance shall be made payable in case of loss to said party of the second part or the legal holder of said note and shall be delivered to and held by him as collateral and additional security for the payment of any and all of the above-mentioned sum. All appraisement and stay laws are hereby expressly waived.

And the said party of the first part for themselves and their heirs executors and administrators covenant to and with the said party of the second part that the said party of the first part are lawfully seized in fee of the premises hereby conveyed and have good right to sell and convey the same as aforesaid that the said premises are free and clear from all incumbrance that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof The said party of the first part have hereunto set their hands and seals the day and year first above written.

Executed in Presence of  
Peter Bell  
W. B. McHenry

John B. Barton  
Temperance Barton

State of Kansas }  
Douglas County }

Be it Remembered That on this nineteenth day of February in the year of our Lord one thousand eight hundred and eighty five John B. Barton and Temperance Barton his wife, who are personally known to the undersigned a Notary Public in and for the County and State aforesaid to be the identical persons who executed and whose names are subscribed to the foregoing deed as having executed the same, came before me and acknowledged the same to be their voluntary act and deed for the purposes therein expressed, and expressly