

This Indenture Made this 14th day of June in the year of our Lord one thousand eight hundred and eighty two between Mary Carey a single woman (being of lawful age) of the County of Douglas and State of Kansas of the first-part and G. W. C. Griffith of the same place of the second part:

Witnesseth that the said party of the first part in consideration of the sum of Five Hundred Dollars to her in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does grant bargain sell and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: The South Three fifths ($\frac{3}{5}$) of Lot and number ninety (90) and the North one fifth ($\frac{1}{5}$) of Lot number ninety two (92) on Massachusetts Street in the City of Lawrence in said County and State, with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at delivery hereof she is 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 that she has good right to sell and convey said premises and that she will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum Five Hundred Dollars and interest thereon according to the terms of one certain note and 12% interest after maturity — the said Mary Carey to wit:

Note No 1. for Five Hundred Dollars due from 17th 1883. dated June 14th 1882 payable to G. W. C. Griffith or order at the Merchants Bank of Lawrence Kansas with interest after maturity. The party of the first part further agrees that she will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved insurance company payable in case of loss to the mortgagee or assignee and deliver the policy to the mortgagee as collateral security hereof.

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided or if default be made in the agreement to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable and in case of such default