

duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit:

Lots Nos. One Hundred and fourteen (114) and One Hundred and Fifteen (115) on the south side of Lincoln Street, in Addition No. Three (3) North Lawrence, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Seventy five Dollars in three (3) years from the date hereof, with interest at the rate of ten (10) per cent per annum payable semi-annually on the Twenty-second (22) day of April and of October in each and every year, according to the terms of the certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part her executors, administrators or assigns, and out of

In consideration of full payment of the within mortgage I hereby release the same this 15th day of Decr. 1890.

Mary J. Smith

James Brattle

Witness