

all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots numbered Forty two (42) and Forty three (43) in Simpson's Subdivision of that part of the City of Lawrence formerly known as North Lawrence Douglas County, and State of Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Oliver and Martha A. Oliver 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 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 Two Hundred Dollars (\$200.00) in one year after date hereof, with interest thereon at the rate of ten (10) per cent per annum, payable semiannually, both principal and interest being payable at The National Bank of Lawrence, Kans., according to the terms of one certain promissory note this day executed and delivered by the said Charles Oliver and Martha A. Oliver 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, appraisal hereby waived or not, at the option of the party of the second part her executors, administrators or assigns, and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party