

This Indenture, made this 21st day of September in the year of our Lord one thousand eight hundred and eighty six between Ephraim Miller and Anna & Miller husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part; and Anna M. Bigelow, Newport R.I. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred Dollars, to them 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 numbered One Hundred and Ninety (190) and One Hundred and Ninety Two (192) on Tennessee Street in the City of Lawrence according to the recorded plat thereof, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ephraim Miller does hereby covenant and agree that at the delivery hereof he 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, and that he will warrant and defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Ephraim Miller to the said party of the second part. Said note being given for the sum of Twelve Hundred Dollars, dated September 21, 1886 due and payable in three years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached and as is hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of at least Fifteen Hundred Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall

* And this conveyance shall be void if such payment be made as in said note and coupons thereto attached,

(See mortgage for Release)