This Indenture made this 25th day of April in the year of our Lord one thousand eight hundred and eighty seven, between Martin C. Rice and R. E. Rice his wife (being of lawful age) of the county of Douglas and State of Kansas of the first part, and G. W. E. Griffith of the second part, Witnesseth that the party of the first part in consideration of the sum of One thousand one hundred dollars to him 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: Lots One hundred and fifty (150) and one hundred and fifty two (152) on Kentucky Street City of Lawrence, Douglas Co. Kansas, 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 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: that he has good right to sell and convey said premises, and that he 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 of one thousand dollars and interest thereon according to the terms of one certain mortgage note and ten interest notes or coupons this day executed by the said Martin C. Rice, to wit. Note No. 1 for One thousand one hundred dollars due April 25th 1892. All dated April 25. 1887. payable to G. W. E. Griffith or order at the Merchants National Bank with interest payable semiannually on the first days of November and May in each year, according to coupons attached to said note. The party of the first part further agrees that he 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 assigns, and deliver the policy to the mortgagee as collateral security hereto. Now if such payment 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 at the option of the party of the second part: and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid. and any payments made on

Assigned See Book 35 Page 21

(For Release See Book 39 Page 19)