

This Indenture, Made this 31st day of October in the year of our Lord one thousand eight hundred and eighty seven between H. B. McIlvany single man of Lawrence of in the county of Douglas and State of Kansas, of the first part, and L. D. L. Tork of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five hundred (\$500) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his 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 121 and 119 on Ohio Street in the City of Lawrence Kansas this mortgage is made subject to Incumbrance of \$1700

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said H. B. McIlvany does hereby covenant and agree that at the delivery hereof 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 Five hundred (\$500) Dollars, according to the terms of Two certain promissory notes this day executed by the said H. B. McIlvany to the said party of the second part. Said notes being given for the sum of Two hundred and fifty each Dollars, dated Oct. 31st, 1887 due and payable in 60 and 90 days from date from date thereof with interest thereon from the dates thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees 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 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 party 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 bear interest at the rate of 12 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up

The following is inclosed on the original instrument
The notes herein described having been paid in full this mortgage is hereby released,
and the lien thereof, created discharged
As witness my hand this 28th day of January A.D. 1888
L. D. L. Tork
Recorded March 18th 1888
J. M. C. C. C.