

This Indenture, Made this 16th day of November in the year of our Lord, one thousand eight hundred and eighty seven, between Mary A. C. Killam a Widow of Lawrence in the County of Douglas and State of Kansas of the first part, and J. M. Van Borsen of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve hundred (1200.00) Dollars, to her 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 number twenty one (21) and twenty three (23) on New Hampshire street in the City of Lawrence Kansas, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary A. C. Killam does hereby covenant and agree that at the delivery hereof she 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 except a mortgage of One thousand dollars covering lot number twenty three.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred (1200.) Dollars due in One year from date with interest at 12% per annum, according to the terms of one certain note this day executed and delivered by the said Mary A. C. Killam 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 his 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 his executors, administrators or assigns; and out of all the money arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges