

consideration of the sum of One Hundred & Sixty Dollars, to them duly paid the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell & convey to the said parties of the second part, their heirs & 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 Twenty seven (27) & Twenty nine (29) in Park Street in the City of Lawrence Subject to a prior Mortgage to Crippen Lawrence & Co. for Sixteen Hundred (\$1600) Dollars with the appurtenances, & all the estate, title and interest of the said parties of the first part therein, And the said parties of the first part do hereby covenant & agree that at the delivery hereof they are the lawful owners of the premises above granted & seized of a good and indefeasible estate of inheritance therein, free & clear of all incumbrances, except as herein before stated.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred & Sixty Dollars, according to the terms of one certain promissory note this day executed & delivered by the said Ralph R. Williams & Mary Williams to the said Crippen, Lawrence & Co., payable at Salina, Kansas, in installments, as follows, to-wit: Sixteen Dollars, on the 20th day of August 1888 Sixteen Dollars, on the 20th day of February 1889 Sixteen Dollars, on the 20th day of August 1889 Sixteen Dollars, on the 20th day of February 1890 Sixteen Dollars, on the 20th day of August 1890 Sixteen Dollars, on the 20th day of February 1891 Sixteen Dollars, on the 20th day of August 1891 Sixteen Dollars, on the 20th day of February 1892 Sixteen Dollars, on the 20th day of August 1892 Sixteen Dollars, on the 20th day of February 1893 with the interest thereon, according to said promissory note, to said parties of the second part, and their assigns. And this conveyance shall be void if such payments be made as herein before specified. And the parties of the first part agree to pay all taxes assessed on said premises before any penalties, costs or interests shall accrue on account thereof. But if default be made by the parties of the first part in the payment of the aforesaid note, or any installment thereof, or any part thereof when due, or interest thereon, according to the tenor of said note, or the taxes assessed on said premises, then this conveyance shall become absolute, and said promissory note, and all taxes, penalties, costs and interest thereon, which may have been paid by the parties of the second part, their executors, administrators or assigns, shall at the option of the legal holder hereof, at once become and be due & payable, and the legal holder hereof shall be entitled to immediate possession of the above described premises, and to receive the rents issues and profits arising therefrom, and it shall be lawful for said parties of the second part, their executors, administrators &

(For record see Book 37 Page 296)