

and do. To have of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of One Thousand 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, 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:

Lot numbered One hundred and Eighty Four (184) on Kentucky Street in the City of Lawrence, Douglas County, Kansas according to the plat of said City of Lawrence on file in the Register's office of said Douglas County, with the appurtenances, and 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 and agree that at the delivery hereof they are the lawful owner of the premises granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they 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 One Thousand Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part, said note being given for the sum of One Thousand Dollars, dated 1st September 1880 due and payable in five years from date thereof with interest thereon according to the terms of said note and as shown by coupon thereto attached. And this conveyance shall be void if such payment be made as in said note and coupon provided and as is hereinafter specified. And the said parties 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 mortgage in the sum of One Thousand Dollars in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties interest and costs, and incur 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 form 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 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes