

Recorded Page 17, 1912
 Douglas Lawrence
 Register of Deeds
 The following is enlarged on the original instrument
 June 3d. '89
 The note secured by this mortgage having been paid in
 full the Register of Deeds is authorized to release the same
 of record
 H. B. Eastman

Witnesseth That the said parties of the first part, in consideration of the sum of sixty (\$60.00) 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 her 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:

Beginning at a point Ninety five (95) feet East of the Southwest corner of the East half of Block Number Thirty (31) One in West Lawrence Thence North One hundred and twenty five feet (125) feet Thence east Ninety five (95) feet thence South One hundred and twenty five (125) feet; thence West to the place of beginning 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 owners of the premises above 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 sixty (\$60.00) Dollars due and payable in six Months from date thereof, with interest thereon from date at 12 per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Charles Smith & Maggie M. Smith to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon in default whereof said party of the second part may pay such taxes and any penalties and costs which may have accrued thereon, and the expense of said first parties, and such taxes or penalties, costs shall from the date of payment be an addition at lien under this mortgage, on said above described premises and shall bear interest at the rate of twelve percent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second party or her assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part her executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-