

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: All of Lots numbered Three (3)<sup>rd</sup> & Four (4), in Block numbered One (1) of Tyler Place an addition to the City of Lawrence, Douglas County Kansas as said Lots are marked and designated on the recorded Plat of said addition with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Marion Patterson & J. B. Patterson 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 the parties of the first part do hereby expressly relinquish all their right of homestead therein. This Grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of One certain note this day executed and delivered by the said Marion Patterson & J. B. Patterson to the said Mrs. J. Clark Salmon payable at Kansas City Mo. as follows, to wit: Fifty Dollars on the 31<sup>st</sup> day of October 1889 with the interest thereon to the said party of the second part. And this conveyance shall be void if such payment be made as is 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 in the event of the failure of said parties of the first part to effect and keep up an insurance on the buildings erected or to be erected on said lands, said second party may procure such insurance and collect the cost therefor from said first part, and this mortgage shall stand as security therefor, and the whole shall become due and payable, and it shall be lawful for said party of the second part, her 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, her executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Marion Patterson & J. B. Patterson, their heirs or assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

signed, sealed and delivered in the presence of

W. J. Schevndau

E. D. Cahill

Marion Patterson

J. B. Patterson

Seal

Seal

The following is indented on the original instrument  
for value received. Effects call and assign the mortgage  
and the note herein described to - Mrs. J. C. Salmon  
Oct 31 1889