

This Indenture, Made this the Twenty fourth day of July, in the year of our Lord, one thousand eight hundred and eighty nine between Cyrus Beard and Clara Beard his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Nellie L. Stevens of Lawrence Douglas Co. of the second part.

We 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 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: Lots Nos Thirteen & ^{1/2} and Twenty two ^{1/2} both in Block No. Sixteen 46 of Babcock's Enlarged Addition to the City of Lawrence in Douglas Co. Kansas, with the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said Cyrus Beard and Clara Beard hereby covenant and agree that at the delivery hereof they 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 One Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Cyrus Beard and Clara Beard to the said party of the second part, laid notwithstanding for the sum of One Thousand Dollars, dated July 24th 1889 due and payable in five years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

If this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is herein after specified. And the said parties of the first part hereby agree to pay all taxes accrued 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 mortgagee, in the sum of One Thousand Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests 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 for ever be 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 twelve per cent, per annum. But if default be made in such payments or any part thereof, or interest thereon, or the taxes accrued on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by

The following is endorsed on the original instrument

\$1000 March 5th 1891 Recd of Cyrus Beard the within named Mortgage
the sum of one thousand dollars in full satisfaction of the within Mortgage
R. D. Mason witness

Recorded March 5th 1891

Cyrus Beard

Block No. 16