

of land situated in the County of Douglas and State of Kansas described as follows, to wit: Lots number One hundred and Fifty seven (157) and One hundred and Fifty nine (159) on Elm Street North Lawrence Kansas. Subject to the conditions of a lease made to Helen M. Welch, and dated March 29th 1887, whereby said Jacob and Mary Evans have leased said lots for the term of ten years at a yearly rental of \$20.00 and at the expiration of said lease have the privilege of removing all their improvements unless the owner of said lots will purchase the improvements at a fair price, 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 leasees 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 hundred and twenty five (\$125.00) Dollars due and payable in one year from date thereof, with interest thereon from due at ten per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Jacob and Mary Evans 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, and to keep the buildings erected and to be erected on said premises insured in favor of the second party, or her assigns, in the sum of Two hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve per cent 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, or if the insurance is not kept up thereon, 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