

This Indenture, Made this fifth day of December in the year of our Lord one thousand eight hundred and eighty nine between Samuel C. Brown and Catherine Brown his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and R. H. Hornby of the same place of the second part,

Witnesseth That the parties of the first part, in consideration of the sum of Four hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The West half of the Southwest quarter of the Southwest quarter of the North west quarter of Section Six (6) in Township Thirteen (13) of Range Twenty (20) 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, that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Four hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and six interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Four hundred Dollars, due December 1st 1892 all dated December 5th 1889, payable to R. H. Hornby or order, at the Lawrence National Bank of Lawrence Kans. with interest payable semi-annually on the first days of June and December in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured for \$ in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the