

This Indenture Made this 11th day of February in the year of our Lord one thousand eight hundred and ninety between The Kansas Panning and Shoe Company, a Corporation doing business and owning property in the City of Lawrence in the County of Douglas, and State of Kansas, of the first part, and William B. Kidd of Princeton Indiana of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Eleven hundred and fifty Dollars to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his 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 numbered thirty three (33) thirty four (34) thirty five (35), thirty six (36) thirty seven (37) thirty eight (38) thirty nine (39) forty (40) forty one (41) and forty two (42), all in Block No. Six (6) in that part of the City of Lawrence known as West Lawrence as the same are marked and designated upon the plat of said City now on file in the office of the Register of Deeds for said County of Douglas, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. This grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said The Kansas Panning and Shoe Company to the said party of the second part, payable six months after date with interest at the rate of Eight per cent per annum.

This mortgage is second and subject to a certain mortgage to Elizer Mitchell recorded in Book 7A page 469 in the office of the Register of Deeds of said County of Douglas, on which last mentioned mortgage there is only due and unpaid the sum of \$2000.00 drawing interest at the rate 7 per cent per annum.

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 the whole shall be due and payable, and it shall be lawful for said party of the second part, his 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 his executors, administrators or assigns, and out of all the money arising from such sale, to retain the amount