

This Indenture, Made this the seventh day of July in the year of our Lord one thousand eight hundred and ninety between William Leonard and Martha B. Leonard of Baldwin City in the County of Douglas and State of Kansas, of the first part, and Lucretia Butler of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred and Fifty Dollars, to them duly paid, the receipt of which is hereby acknowledged, have 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 One Hundred and Eight (108) One Hundred and Ten (110) and One Hundred and Twelve (112) Dearborn Creek Baldwin City Kansas with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said William Leonard and Martha B. Leonard do 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 Six Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed by the said William Leonard and Martha B. Leonard to the said party of the second part, said note being given for the sum of Six Hundred and Fifty Dollars dated July 7th 1890 due and payable in Five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed 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 mortgage, in the sum of Six Hundred and Fifty Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and insure 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 from 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 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said