

This Indenture, Made this fifteenth day of September in the year of our Lord one thousand eight hundred and ninety between Alexander Johnson a widower (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Edward Russell of Lawrence, Kansas of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of Three hundred and forty Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does 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: Lot number One hundred and eighty six (186) on Tennessee Street in the City of Lawrence 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 he 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; that he has good right to sell and convey said premises, and that he 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 Three hundred and forty Dollars, and interest thereon, according to the terms of one certain mortgage note and four interest notes or coupons, this day executed by the said Alexander Johnson to wit:

Note No. 1, for Three hundred and forty Dollars, due October 1st, 1892, ~~according to the terms of one certain mortgage note and four interest notes or coupons this day executed by the said~~ all dated September 15th 1890, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first days of April and October in each year, according to coupons attached to said note. The party of the first part further agrees that he 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 \$400⁰⁰ 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 party 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 whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid