

This Indenture, Made this Nineteenth day of February in the year of our Lord one thousand eight hundred and Ninety one, between Edward Wilson and Mathilda Wilson his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and John M. Adler of New York City, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand five hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do 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: The North One half of Lot No. Seventy five (75) on Massachusetts Street in the City of Lawrence in said County and State 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, 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 thousand five hundred Dollars, due and payable in five years from date thereof, with interest thereon from date at Seven per cent per annum, according to the terms of three certain promissory notes this day executed and delivered by said parties of the first part to the said party of the second part, and this conveyance shall be void if such payment be made as in said notes and in this instrument specified. Said first parties reserving certain rights as to payment of said notes, as mentioned in said notes.

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 his assigns, in the sum of One thousand five 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 well 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 ten per cent per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon.

In consideration of full payment of the within mortgage, I hereby release the same this 19th day of February 1901

Edw. Wilson

Witness
J. B. Brown
Register of Deeds.

Assigned for Book 51 Page 337