

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and ninety one by and between the Leeds Drug Company of the County of Douglas and State of Kansas, party of the first part, and Elijah A. Morse party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Eight thousand Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, his heirs and assigns, all of the following-described real estate, situate in the County of Douglas and State of Kansas, to wit: the South Half of Lot Forty three (43) on Massachusetts Street in the City of Lawrence, County and State aforesaid.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. 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 indefeisible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

First. That said party of the first part is justly indebted to the said second party in the sum of Eight thousand Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of April 1901, to the order of said second party, with interest thereon at the rate of six per cent. per annum, payable semi-annually on the first days of April and October in each year, according to the terms of interest notes thereunto attached, both principal and interest and all other indebtedness accruing hereunder being payable in gold coin of the United States of America, at Bank of Boston Safe Deposit and Trust Company, Boston, Mass. and all said notes bearing ten per cent. interest after due.

Second. The party of the first part agrees to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt it will keep the buildings which now are or may hereafter be erected upon said premises insured against fire in such insurance companies as the legal holder hereof may elect, to the amount of Eight thousand Dollars, less, if any, payable to this mort-

The following is a true and correct copy of the original instrument.

The Agreement signed by this Mortgage has been paid in full.

And the same is hereby cancelled this 22nd day of March 1901.

Witness my hand and seal this 22nd day of March 1901.

Notary Public in and for the State of Kansas.

My commission expires Oct 18th 1901.

Elijah A. Morse

Leeds Drug Company

Recorded May 13th 1901

At St. Joseph

Register of Deeds