

The following is enclosed as the original instrument
 Lawrence, Kansas, May 17, 1893. This note secured by this mortgage
 having been paid in full. I hereby certify the Register of Deeds of
 Douglas County, Kansas, to Release the same of Record.
 Maggie Price.

by J. N. Warrick.

Recorded May 17 1893

James Broome

for City in fact

This Indenture Made this 15th day of July in the year of our Lord one thousand eight hundred and Ninety one, between Hannibal Irwin & Mary Irwin his wife of Lawrence in the County of Douglas and State of Kans. of the first part, and Maggie Price of the second part

Witnesseth, That the said parties of the first part, in consideration of the sum of Forty and ⁶⁵/₁₀₀ (\$40⁶⁵/₁₀₀) 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 her 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 West half of Lot number Seventeen (17) in Addition number Eight (8) in that part of the City of Lawrence formerly known as North Lawrence 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 Forty and ⁶⁵/₁₀₀ Dollars, due and payable in six Mos. from date thereof, with interest thereon from date at 10 per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Hannibal & Mary Irwin to the said party of the second part, and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

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, in default whereof, said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, at the expense of said first parties, and such taxes, penalties, costs, 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 note, or any part thereof, or any interest thereon, or of the taxes, is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes paid by said second party or her assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part her executors, administrators, or assigns, at any time thereafter, to