

sum of One Hundred and Twenty Five (\$125⁰⁰) 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: lot number 139, thirty nine, in Addition number 191 nine, to 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, Excepting, and subject to a Mortgage of (\$350⁰⁰) Three hundred and Fifty Dollars, payable to W. M. Dindley, in three years 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 (\$125⁰⁰) One Hundred and Twenty Five Dollars due and payable in Fifteen Months from date thereof, with interest thereon at Eight per cent per annum, according to the terms of five certain promissory notes this day executed and delivered by said H. G. Main and Rose P. Main 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 is 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, and to keep the buildings erected and to be erected on said premises, insured in favor of the part of the second part or his assigns, in the sum of (\$100⁰⁰) One Hundred and Fifty Dollars, in an insurance company agreeable to party of second part, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and effect such insurance at the expense of said party of first part, 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 Eight per cent per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said party of second part or his assigns, become and be due and payable, or not, at the option of said party of second part or assigns, said option to be exercised without any notice whatever and it shall be lawful for the party of the second part his executors administrators, or assigns, at any time thereafter, to sell the premises hereby