

North Lawrence on file in the office of the Register of Deeds of Douglas County Kansas 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 Three Hundred (300⁰⁰) Dollars due and payable in three years from date thereof, with interest thereon at six percent per annum, according to the terms of One certain promissory note this day executed and delivered by said A. D. Fincher & Aminta Fincher his wife to the said parties of the second part, and this conveyance shall be void if such payment be made as in said note 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 building erected and to be erected on said premises insured in favor of the parties of the second part or their assigns, in the sum One Thousand (1000⁰⁰) Dollars in an insurance company agreeable to parties of second part, in default whereof said parties 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 parties 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 twelve percent 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, or if the insurance 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 and insurance paid by said parties of second part or their assigns become and be due and payable, or not, at the option of said parties of second part or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the parties of the second part or their executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the parties of the second part, their executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus, if any, thereof, shall be paid by the parties making such sale on demand to the said A. D. Fincher & Aminta his wife, their heirs or assigns.

The following is enclosed on the Original Instrument
of the