

This Indenture, Made this 9th day of June in the year of our Lord one thousand eight hundred and ninety two between Matilda Kirkpatrick widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and B. B. Archer of Lawrence Kansas of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of thirty Five (\$35) Dollars, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does 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 numbered Ten (10) in addition Five (5) in that part of Lawrence formerly known as North Lawrence Douglas County Kansas with the appurtenances, and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that she 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 thirty five (\$35) Dollars, due and payable in six months from date thereof, with interest thereon at ten percent per annum, according to the terms of one certain promissory note this day executed and delivered by said Matilda Kirkpatrick 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 is specified.

And the said party of the first part hereby agrees 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 assigns, in the sum of 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 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 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 granted, or any part thereof, in the manner prescribed by

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 9 day of Dec. 1892

Recorded December 9th 1892

Register of Deeds
James M. Cook