

This Indenture, Made this Sixth day of December in the year of our Lord one thousand eight hundred and ninety two between Malina L. Gross and James Gross husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. J. Barker of the second part.

Witnesseth that the said parties of the first part, in consideration of the sum of One hundred 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 No Eight in Block No Thirteen (13) of James Second Addition to the City of Lawrence according to the recorded plat of said Addition with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Malina L. Gross and James Gross do hereby covenant and agree that at the delivery hereof they 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 One hundred Dollars, according to the terms of One certain promissory note this day executed by the said Malina L. Gross and James Gross to the said party of the second part said note being given for the sum of One hundred Dollars, dated Dec. 6 1892 due and payable in One year from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgage, in the sum of One hundred Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon or the taxes assessed on said premises, or if the insurance is not kept up thereon then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the part of the second part, and it shall be lawful for the party of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraise-

The following is indorsed on Original Instrument
The note herein described having been paid in full this mortgage
is hereby released, and the lien hereby created discharged.
At Witness my hand this 14 day of January A.D. 1893
E. J. Barker

Recorded Jan'y 14 1893

G. J. Barker, Secy. H. J. Barker, Secy.