

This Indenture, Made this Twentieth day of December in the year of our Lord one thousand eight hundred and ninety two between Samuel S. Elliott unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary C. Chamberlin of the second part:

Witnesseth that the said parties of the first part, in consideration of the sum of Ten hundred and Seventy five 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: The East half (1/2) of Block No Fifty one (51) in that part of the City of Lawrence known as West Lawrence in 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 Samuel S. Elliott does here by covenant and agree that at the delivery hereof he 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 they will warrant and defend the same against all claims what soever This Grant is intended as a Mortgage to secure the payment of the sum of Ten hundred and Seventy five Dollars, according to the terms of One certain promissory note this day executed by the said Samuel S. Elliott to the said party of the second part, said note being given for the sum of Ten hundred and Seventy five Dollars, dated Dec 20th 1892 due and payable in Five years 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 party of the first part hereby agrees 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 Twelve 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 party 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;

The following is returned on the original instrument
The Note herein described having been paid in full, this Mortgage is hereby
released and the hereinbefore matters discharged
As Witness my hand and this county clerk's office of June 20th 1893
Attest
Eugene H. Price
County Clerk
Wm. C. Broughton
Register of Deeds
Recorded July 14th 1893.