

This Indenture Made this Twenty sixth day of January in the year of our Lord one thousand eight hundred and Ninety three. Witnesseth, that James L. Cusey and wife Mary Cusey of the county of Douglas and State of Kansas party of the first part for and in consideration of Six hundred \$00.00 Dollars, convey and Warrant to B. B. Power party of the second part, his heirs and assigns, the real estate hereinafter described, situate in the county of Douglas and State of Kansas, to-wit: Lot One hundred nine (109) Pennsylvania Street City of Lawrence

To secure the said party of the second part for an actual loan of money made to the said B. B. Power as evidenced by a certain Bond No. 307 and aggregating the sum of Six hundred \$00.00 Dollars, of even date herewith in and by which said bond the party of the first part promise to pay to the order of B. B. Power in lawful money of the United States of America, the principal sum of Six hundred \$00.00 Dollars, Five years after date thereof, with interest thereon, interest payable semi-annually, according to and upon presentation of interest coupons therefor thereunto attached, both principal and interest being payable at the Watkins National Bank, Lawrence, Kans. Also Providing, that in case any interest on any of said sums shall remain unpaid for ten days after the same become due, then the entire sums covered by said bond and secured by this Mortgage Deed, to become immediately due and payable, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is hereby Expressly Agreed, that said first party shall insure the building that are insurable herein, in favor of the party of the second part, against loss or damage by fire, in the sum of \$700.00 and in such fire insurance companies as the second party may direct, and maintain such insurance during the continuance of this loan.

It is further Expressly Agreed, that the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is further Agreed that the first party shall repay to the second party all and every such sum or sums of money as may have been paid by them or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per centum per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money, and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further Agreed, that in case of default in the payment of said bond or any

The following is endorsed on the original instrument:
I Acknowledge payment in full of the within Mortgage
And hereby authorize the Register of Deeds to discharge
the same of Record. Dated this 2nd day of Feb. A.D. 1898.

B. B. Power
By John A. Kilworth
his Atty. in fact.

Recorded June 14th 1898
C. W. Newberry
Register of Deeds