

This Indenture, Made this Twenty second day of April in the year of our Lord one thousand eight hundred and ninety five between Jacob Carlson and Carlson his wife of Seecompton in the County of Douglas and State of Kansas, of the first part, and School District No 36 of Douglas County Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred and fifty 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 and assign forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lots Nos Fourteen (14) Fifteen (15) Sixteen (16) and Seventeen (17) all in Block No Forty one (41) in the City of Seecompton, being also described, defined and bounded as follows: Beginning 80 1/2 feet East of the North West corner of the North East quarter of Section No Three (3) in Township No Twelve (12) of Range No. Eighteen (18) three run South 163 feet, thence East 15 1/4 feet, thence North 163 feet, thence West 15 1/4 feet to the place of beginning in the N. E. 1/4 of Sec 3 Town 12 Range 18. 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 Two hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said Jacob Carlson to the said party of the second part. Said note being given for the sum of Two hundred and fifty Dollars, dated April 22, 1895 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 parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and the expense of such taxes and accruing penalties, interest and costs, 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

Released (see Book 33 Page 200)