

This Indenture, Made this 1st day of June in the year of our Lord one thousand eight hundred and ninety five between John G. Haskell and Mary E. Haskell husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part; and John F. Stanton of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen 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: the North half of Lot Number Forty, Street A-3, on Massachusetts Street in the City of Lawrence.

It being agreed that on the principal of the note hereinafter named \$100 or any multiple thereof may be paid at any time when the annual interest falls due, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said John G. Haskell does hereby 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 he 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 Eighteen Hundred Dollars according to the terms of one certain promissory note this day executed by the said John G. Haskell and Mary E. Haskell to the said party of the second part. Said note being given for the sum of Eighteen Hundred Dollars, dated June 1st 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 coupon 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, and to keep the said premises insured in favor of the said mortgagee, in the sum of Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee 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 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

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(Recorded in Register of Deeds 634)