

This Indenture, Made this Fourth day of March, in the year of our Lord one thousand eight hundred and Ninety eight, between Alfred S. Breckan, unmarried man, (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Jennie B. Strain of Washington D. C., of the second part, Witnesseth, That the party of the first part in consideration of the sum of, Six Hundred Dollars, to him in hand paid the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part her heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to wit, Lot Number one hundred and seven (107) and the South half of lot number one hundred and five (105) on New Hampshire Street in the City of Lawrence With the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 That he has good right to sell and convey said premises, and that he will Warrant and Defend the same against the lawful claim of all persons. This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars, and interest thereon according to the terms of one certain mortgage note and ten interest notes or Coupons, this day executed by the said Alfred S. Breckan, to wit, Note No. 1, for Six Hundred Dollars, due March 1 1903, all dated March 4th 1898, payable to Jennie B. Strain or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi annually on the first days of March and September in each year according to Coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$- in some approved insurance Company, payable in case of loss, to the Mortgagee or assigns, and deliver the policy to the Mortgagee as collateral security hereto. Now if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum, or any part thereof or any interest thereon, or of said taxes or assessments as provided or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest