

of the second part her 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: Lot No. Sixty Eight (68) on Kentucky Street, in the City of Lawrence, with the appurtenances, and all the estate title and interest of the said parties of the first part therein, and the said Maggie V. Henry, and John M. Henry, do hereby covenant and agree that at the delivery hereof they are 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 whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Eight Hundred (\$800) Dollars, according to the terms of One certain promissory note this day executed by the said Maggie V. Henry and John M. Henry, to the said party of the second part, said note being given for the sum of Eight Hundred (\$800) Dollars, dated June 7th 1898, 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 and to keep the said premises insured in favor of said Mortgagee, in the sum of Seven Hundred and Fifty (\$750) 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 form the payment thereof or 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