

This indenture, made this twenty sixth day of November in the year of our Lord one thousand nine hundred between Elizabeth P. O'Brien and M. V. O'Brien her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Garin Allan of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Eight 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 lot number sixty nine of our Pennsylvania street in the City of Lawrence Douglas County, Kansas, 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 eight hundred dollars, according to the terms of one certain promissory note this day executed by the said Elizabeth P. O'Brien and M. V. O'Brien to the said party of the second part. Said note being given for the sum of eight hundred dollars, dated November 26th 1900, 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 the said ~~premises~~ ^{mortgagee} in favor of the said mortgagee, in the sum of at least eight hundred dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests 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 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

The following is enclosed on the original instrument.
The Note herein described having been paid in full
this mortgage is hereby released and the lien thereby
created discharged. Witness my hand this 1st day of June A.D. 1906.
Wm. C. Allan.

Execution Garin Allan Estate.

Attest H. E. Benson.

Notary Public

Recorded June 5th 1906.

Wm. C. Allan.

Register of Deeds