

This indenture, made this eighth day of September in the year of our Lord one thousand eight hundred and ninety nine between P. H. Wallace & Martha A. Wallace (his wife), of Lawrence in the county of Douglas and State of Kansas, of the first part, and L. A. Rose of the second part. Witnesseth, that the said parties of the first part, in consideration of the sum of Five hundred & no/100 (\$500) 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, 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 number seventy nine (79) Connecticutt 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 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 Five hundred (\$500) dollars according to the terms of our certain promissory note this day executed by the said P. H. Wallace & Martha A. Wallace (his wife), to the said party of the second part. Said note being given for the sum of Five hundred (\$500) Dollars dated September 8, 1899, due and payable in three 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 covenance 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 mortgage, in the sum of Five hundred (\$500) 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 interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this covenance 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 have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable at once, at the option of the party of the second part, and it shall be lawful for the party of the second part, her executor, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby named or not at the option of the party of the second part her executor, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus,

The following is endorsed on original instrument
The note herein described having been paid in full this mortgage
is hereby released, and the lien thereby created, discharged.
At Witness my hand, this Eleventh day of November, A.D. 1903
L. A. Rose

Recorded Dec 9th Ad. 1903
A. W. Armstrong
Register of Deeds
By J. E. Lorman