

This indenture made this 6th day of April in the year of our Lord one thousand nine hundred, between Mary A. M^cClure and David O. M^cClure husband and wife of Lawrence in the county of Douglas and State of Kansas, of the first part, and Martha B. Wallace of the second part, witnesseth, that the said party of the first part, in consideration of the sum of One Thousand 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 Ten (10) in Christian's Subdivision of Block 11 of Lane's 2^d Addition to 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 One Thousand dollars, due and payable in five years from date thereof, with interest thereon from date at six percent per annum, according to the terms of one certain promissory note this day executed and delivered by said parties of the first part with ten interest coupons attached to said note to the said party of the second part; and this covenant shall be void if such payment be made as in said note & coupons and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or her assigns, in the sum of one thousand dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve percent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this covenant shall become absolute, and the whole amount specified in said note, and the interest thereon, and all taxes and insurance paid by said second party, or her assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part her executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators, or assigns, and out of all the moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges in making such sale, and the surplus if any thereof, shall be paid by the party making such sale on demand to the said Mary A. M^cClure her heirs or assigns. In testimony whereof, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Mary A. M^cClure (seal)
David O. M^cClure (seal)