

The following is Endorsement on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
as Witness my hand this 8th day of June A.D. 1906.

Recorded June 9th 1906.

A. W. Cunningham
Register of Deeds

Attest H. E. Benson

Executor Edwin Allan Estate.

This indenture, made this fifth day of June in the year of our Lord one thousand nine hundred between Ralph Pendleton and C. M. Pendleton his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Edwin Allan of the second part. Witnesseth, that the said parties 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, 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 lots numbered seven (7) eight (8) and nine (9) in Block number seven (7) of Babcock's 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 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 claimers whatsoever. This grant is intended as a mortgage to secure the payment of the sum of one thousand dollars, according to the terms of one certain promissory note this day executed by the said Ralph Pendleton and C. M. Pendleton to the said party of the second part. Said note being given for the sum of One thousand dollars, dated June 5th 1906, 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 mortgagee, in the sum of at least One thousand 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 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 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 or not at the option of the party of the second part, and it shall be lawful for the party of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraise and convey the same or not at the option of the party of the second part his executors, administrators or assigns; and out of all the money 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, if any thereof, shall