

The following is index of an original instrument
 The note herein described having been paid in full this Mortgage
 is hereby released and the Lewis Schirby, Greatly Discharged
 As Witness my hand this third day of January A.D. 1901
 J. A. Henley

Recorded January 1901. C. H. Newman, Register of Deeds
 at St. Louis, Mo.

This indenture made this twenty second day of June in the year of our Lord one thousand nine hundred, between Scott Myers and Catharine Myers his wife of Kansas City in the county of Jackson and State of Missouri of the first part, and J. A. Henley of the second part; Witnesseth, that the said parties of the first part, in consideration of the sum of five 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 Fifty three (53) and the South half of lot number Fifty one (51) all on Louisiana Street in the City of Lawrence, Douglas County, Kansas, with the appertinances, 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 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 Dollars according to the terms of one certain promissory note this day executed by the said Scott Myers and Catharine Myers to the said party of the second part. Said note being given for the sum of Five hundred dollars dated June 22nd 1900, due and payable in six months from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupon thereto attached. And this conveyance shall be void if such payment be made as in said note and coupon 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 at least Five hundred Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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 executor, administrator and 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 his executor, administrator 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 if any there be, shall be paid by the party making such

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