

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.
 Ed Warren Treas and this 26th day of Aug A.D. 1904.
 Frank C. Miller.

Recorded Sept 29th 1904

W. C. Wintersburg

Register of Deeds.

This indenture made this 14th day of July in the year of our Lord one thousand nine hundred between John E. David (unmarried), and Marguerite David (unmarried), of Lawrence in the County of Douglas and State of Kansas, of the first part, and Frank Miller of Cowleville Ohio of the second part. Witnesseth, that the said parties of the first part, in consideration of the sum of Five hundred (\$500.00) 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: Lots number one (1), two (2), and Three (3) in Block number one (1) University Place, an 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 John E. David and Marguerite David 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Five hundred (\$500.00) Dollars, according to the terms of one certain promissory note this day executed by the said John E. David and Marguerite David to the said party of the second part. Said note being given for the sum of Five hundred (\$500.00) Dollars dated July 14, 1900, 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 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 mortgage, in the sum of Five hundred (\$500.00) 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 mortgage 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, appraisement hereby waived or not at the option of the party of the second part his executors, 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