

parcel of land situated in the county of Douglas and State of Kansas described as follows, to wit: Lots numbers twenty seven (27), twenty nine (29) and thirty one (31) on Vermont 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 fifteen hundred dollars, due and payable in three years from date hereof, with interest thereon from date at six per cent per annum according to the terms of one certain promissory note this day executed and delivered by said A. J. and Eva B. Anderson (with six interest coupons attached to said note) to the said party of the second part, and this conveyance 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 his assigns, in the sum of at least fifteen hundred 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 party, 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 10 per cent 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 conveyance 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 his 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 his executor, administrator, or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisal except hereby waived, and 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 according to the provisions of this instrument together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale on demand to the said A. J. Anderson his heirs or assigns. In testimony whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

A. J. Anderson (seal)

Eva B. Anderson (seal)

Not secured by this mtg. bear revenue stamps 30¢ as required by law.

State of Kansas, Douglas County, S. D.

Be it remembered, that on this 26th day of July A. D. 1900, before me Walter D. Howe, a Notary Public in and for said County and State, came A. J. Anderson and Eva B. Anderson his wife to me personally known to be the same persons who