

This Indenture, made this 15<sup>th</sup> day of December in the year of our Lord one thousand nine hundred, between Anton Gerhard and Amelia M. Gerhard husband and wife and grantors in deed from Harry Dick and wife date Oct. 5, 1900, conveying said land of Lawrence in the County of Douglas and State of Kansas, of the first part, and Gottlieb Neifer of the second part, Witnesseth, that the said parties of the first part, in consideration of the sum of Thirteen 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: Commencing at the north west corner of the north west fractional quarter of section six (6) Township Twelve (12) Range Twenty (20) East of the 6<sup>th</sup> P.M., thence south Fifty (50) Rods; thence east one hundred Fifty seven (157) Rods; thence north Fifty (50) Rods; thence west one hundred Fifty seven (157) Rods to the place of beginning containing 49 acres more or less 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 Thirteen hundred Dollars due and payable in three years from date thereof, 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 parties of the first part, 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 building erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of at least Thirteen 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