

This Indenture, Made this first day of June in the year of our Lord one thousand nine hundred and Eight, by and between Mary Elizabeth Pierson a widow of the County of Douglas and State of Kansas party of the first part, and The Prudential Trust Company of Topeka Kansas party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Three Thousand and no/100 Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has Granted, Bargained and Sold, and by these presents does Grant, Bargain, Sell Convey and Confirm, unto the said party of the second part, and to its assigns, forever, all of the following described tract, piece, or parcel of land, lying and situate in County of Douglas, and State of Kansas, to-wit: Lots No Eighty Seven (87) and Eighty Nine (89) on Louisiana St, and Lots No One (1) and Two (2) in Block No. One (1) in Lanes First Addition, all in the City of Lawrence, Douglas County, State of Kansas aforesaid. To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its heirs and assigns, forever. And the said party of the first part does hereby covenant and agree, that at the delivery hereof she is 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 she will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Three Thousand & no /100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said party of the first part ^{according to the terms of the First Mortgage and Note numbered 14 granted June 1st 1908, and payable to the order of the said The Prudential Trust Company} and payable to the order of the said The Prudential Trust Company Five years after date, at the office of the Prudential Trust Company, Topeka, Ks. with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the first days of June and December in each year and 10 per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to her said principal note, and of even date therewith and payable to the order of said The Prudential Trust Company at the office of the Prudential Trust Company, Topeka Kansas.

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent per annum But whether the legal holder or holders of this mortgage elect to pay such taxes,

For Partial Release See Book 65 Page 218.
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