

the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My commission expires Apr. 17, 1911 (SEAL) J. F. Preshaw. Notary Public, Franklin County, Kansas. wrench Recorded June 30th A. D. 1909 et 9-01 A. M. 4 lond 7 Register of Deeds. This Indenture Made this First day of July A. D. 1909 by and between Fred Love and Estells May Love- Husband and wife, of Lawrence County of Douglas and State of Kansas, parties of the first part, and F. N. Perkins party of the second part. Witnesseth; That the parties of the first part in consideration of the sum of One Thousand Dollars to them

duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain Sell and Convey unto the party of the second part, his heirs, executors, administrators and assigns, the following described real estate situated in the County of Douglas and State of Kansas. to-wit: Lots Seventy-eight (78) and Eighty (80) on the South side of Pinckney Street in Block Fifty-five (55) in that part of the City of Lawrence Known as West Lawrence, TO HAVE and to HOLD The Same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the Quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever. THIS Grant is intended as a Mortgage to secure the payment of One Thousan Dollars according to the terms of a certain promissory note and a certai Indenture of even date herewith, made by the party of the first part to the party of the second part, and particularly defining and setting forth the terms and the manner of Bayment which note and indenture are here referred to and made a part of this contract the same as though here written out in full. The party of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all the peniums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lein upon said premisesand be secured by this mortgage and collectible in the same manner as the principal debt hereby secured, together with interest at the rete-of-ten-per-cent-per-annum-until-paid. - The Party-of-the-first --- part-