This Indenture, Made this 15th day of October in the year of our Lord one thousand nine hundred ten between Henry Bishop and Thereass S. Bishop, Husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mary A. Rankin of the second part; Witnesseth, That the said parties of the first part, in consideration of the sum of Two HUndred Fifty 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, her 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: In Lots Three and Four in Block 24 in University Place Annex, located in section One, Township 13, Range 19, Douglas County, Kansas, with the appurtenances and all the estate title and interest of said parties of the first part therein. And the said Henry Bishop and Theressa S. Bishop hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$350. on Lot 3 to the Aetna Bldg. & Loan Assn. 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 Two Hundred Fifty Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the said Henry Bishop and Theressa S. Bishop to the party of the second part; payable at _____ as follows, to-wit: Two Hundred Fifby dollars on the 15th day of October 1913 , dollars on the _____ day of to5 , dollars on the _____ day of ____ dollar _ day of ______dollars on the _____day of ______dollars on the on the day of _____ with interest thereon, and this conveyance shall be void if such payments be made as herein specified. But if default be made in payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is XM not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become sue and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns at any time there after, 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 her executors, administrators or assigns and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be shall be paid by the party making such sale on demand to the said Henry Bishop and Theressa S. Bishop heirs and assigns , In Testimony Whereof, The said parties of the first part have hereunto set 1/2. their hand and seal the day and year last above written. (SEAL) Henry Bishop Signed sealed and delivered in presence of R. M. Morrison Theress'S. Bishop (SEAL)

199

State of Kansas, Douglas county, SS. Be it remembered, That on this 15th day