

(The following is entered on the original instrument.)

Recorded May 5 1916

W. L. Lawrence

Register of Deeds

Geo. C. Hazel

Received payment in full of note & mortgage made heretofore secured
this 27th day of April A.D. 1916

E. H. Shepard

attorn

For assignment of page 430 this bond

Donnell S. Aubrey

THIS INDENTURE, Made this 17th day of October in the year of our Lord One thousand Nine hundred and Eleven, between W.C. Markham and Carrie H. Markham, his wife, of Baldwin in the County of Douglas and State of Kansas, of the first part and R.N. Allen, of the second part; WITNESSETH that the said parties of the first part in consideration of the sum of Four thousand Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, convey 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: the North one half (N $\frac{1}{2}$) of Lots Numbers One hundred twenty-two (122) One Hundred Twenty-four (124) One hundred twenty six (126) One hundred twenty eight (128) and the East one half of the North one half ($\frac{1}{2}$) of Lot number One hundred thirty (130) all on Indiana street in Baldwin City, Douglas County, Kansas, 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 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 Four Thousand Dollars, according to the terms of One certain Promissory note this day executed by the said W. C. Markham and Carrie H. Markham, his wife to the said party of the said party of the second part, dated Oct 17th A.D. 1911, due and payable Five years after date thereof, with interest thereon from date thereof until paid, according to terms of said note and coupons thereto attached. This conveyance shall be void if such payment be made as in said note and herein specified. The said parties of the first part shall keep the buildings on said premises insured against loss or damage by fire, lightning and tornado in favor of the holder hereof, in the sum of four thousand Dollars, in some insurance company satisfactory to the holder hereof, and shall pay all taxes on said premises when due, in default whereof the said holder may obtain such insurance as he may desire, or pay any taxes thereon, and the expenses of such insurance and taxes shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum until paid. But if default be made in such payment or any part thereof, or interest thereon, or the insurance on the buildings, as in aforesaid, is not kept up thereon, or the taxes on said premises, or any part thereof, are not paid when due, then this conveyance shall become absolute and the whole principal and interest shall be due and payable, or not, at the option of the holder hereof, without notice, and it shall be lawful for the said holder, at any time thereafter, to foreclose this mortgage and sell the said premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the holder hereof, and out of the monies arising from such sale to retain the amount then due or to become due