

to wit:

Lots numbered One Hundred and ninety seven (197) and One Hundred and ninety nine (199) on Elm Street in the Subdivision of Block number Eleven (11) in that part of the City of Lawrence formerly known as North-Lawrence Douglas County and State of Kansas with the appurtenances and all the estate title and interest of of the said party of the first part therein. And the said Charles T. Pine does hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a mortgage to secure the payment of the sum \$250 or Two Hundred and fifty Dollars in one year from date hereof with interest at the rate of eleven (11) per cent per annum payable semi-annually both principals and interest payable at The National Bank of Lawrence Kansas, according to the terms of one certain promissory note this day executed and delivered by the said Charles T. Pine to the said party of the second part and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part her executor administrators and assigns at any time thereafter 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 executor administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there shall be paid by the party making such sale on demand to the said parties of the first part or their heirs and assigns.

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year last above written.

Signed Sealed and Delivered in Presence of }
 Leni A. Doan

Charles T. Pine



This instrument is intended as a mortgage