

This Indenture, Made this Seventh day of July, in the year of Our Lord one thousand eight hundred and fifty nine Between Charles B. Stevens & Mary E. his wife of Lawrence Douglas County Kansas, of the first part, and Hovey E. Lowman of Same place of the second part, Witnesseth, That the said parties of the first part, for and in consideration of the sum of Thirty five dollars, the receipt whereof is hereby acknowledged, doth give, grant, bargain, sell, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described land, situated in Douglas County, Town of Lawrence, Kansas Territory, to wit, Lot No fifty one, (51) Pennsylvania Street, in said City of Lawrence, County & Territory aforesaid, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining both in law and equity.

This Grant is intended as a Mortgage, to secure the payment of the sum of Thirty five Dollars in two months from the date hereof with interest at the rate of five percent per month until paid, according to the conditions of a certain promissory note this day executed and delivered by the said Charles B. Stevens & Aaron F. Gotten to the said party of the second part; and this conveyance shall be void if such payment be made be made as herein specified. But if default be made in payment or any part thereof, as above provided, then it shall be lawful for the said party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the money arising from such sale, to retain the amount then due for principal and interest, together with the costs of making and charges of making such sale, and the attorney's
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