

This Indenture Made this First day of September in the year of our Lord one thousand eight hundred and fifty nine between James A. Finley and Elizabeth Finley his wife of the City of Lawrence County of Douglas and Territory of Kansas parties of the first part and Matthew Solomon Administrator of estate of John Stroup deceased party of the second part. Witnesseth That the said parties of the first part for and in consideration of the sum of Four hundred fifty four <sup>00</sup>/<sub>100</sub> 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 City of Lawrence Douglas County Kansas Territory to wit Lot number Eight (8) Massachusetts Street with the house thereon together with all and singular the hereditaments and appurtenances thereto 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 Four hundred and fifty four <sup>00</sup>/<sub>100</sub> dollars (\$454.58) according to the conditions of a certain promissory note this day executed and delivered by the said J. A. Finley due and payable on or before January First A. D. 1860 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 payment or any part thereof as above provided then it shall be lawful for the said party of the second part his executors administrators and 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 cost and charges of making such sale and the Attorneys fees for foreclosure and