

This indenture made this ninth day of July in the year of our lord one thousand eight hundred and sixty between Olin Wilmarth of Lawrence party of the first part and Crosby Nichols & Co, of Boston Massachusetts parties of the second part witnesseth, that said party of the first part, for and in consideration of the sum of Two Hundred Dollars to him in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged has granted, bargained, and sold and by these presents does grant, bargain, and sell unto the said party of the second part their heirs and assigns all that certain piece or parcel of land situated in the County of Douglas Territory of Kansas, more particularly described as Lot number Eighty three (83) on Connecticut street in the City of Lawrence according to the authorized survey thereof together with all and singular the hereditaments and appurtenances thereunto belonging in any wise appertaining both in law and equity. This grant is intended as a mortgage to secure the payment of the sum of Two hundred dollars and fifty-four & 69/100ths Dollars in two years from the date of these presents; and these presents are given upon the express condition that the said mortgage shall extend the time of the payment of said sum until two years from the date hereof and shall not enforce the payment thereof out of the property hereby conveyed, before the expiration of two years from the present time; Said sum being the same secured by two certain promissory notes executed and delivered by the said Wilmarth bearing date one August 1, 1859 for \$147.66, at six months and the other dated March 5, 1859 same time for \$107.03, to the said parties 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 in any part thereof as above provided, then it shall be lawful for the said

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