

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 parties 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 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 ninety six $73/100$ ⁷³/₁₀₀ dollars in two years after the date hereof the same being the amount of the balance due of a bill of goods purchased by the grantor May 9, 1866 of the said firm of Crosby, Nichols, Lee & Co. which bill matures & becomes due November 9, 1868 but these presents are given upon the express condition that the mortgagees shall extend the time for the payment of said bill until two years from the date hereof and that said mortgagees shall not enforce the collection thereof out of the property hereby granted conveyed until the expiration of the said period of two years, and this conveyance shall be void if such payment of said bill of goods be made as herein specified. But if default be made in payment or on any part thereof as above provided then it shall be lawful for the said parties of the second part their 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 moneys arising out of such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the attorney's fees for foreclosure and the surplus if any there be shall be paid by the parties making such sale on demand to the said Otis Wilmarth his heirs or assigns.