

This Indenture, made this third day of Oc-
 tober in the year of our Lord one thousand eight hun-
 dred and sixty between James Blood and Eliza-
 J. Blood his wife of the first part and George
 Burt of the same place of the second part witness-
 eth, That the said parties of the first part for and
 in consideration of the sum of Fourteen Hundred
 and ten dollars, to them in hand paid by the
 said party of the second part, the receipt whereof
 is hereby acknowledged, have granted bargained
 and sold and by these presents do grant bargain
 and sell unto the said party of the second part
 his heirs and assigns all that certain piece or
 parcel of land situated in the City of Lawrence
 Douglas County Kansas to wit: One equal undi-
 vided half of Reserve No. Two (2) according to the sur-
 vey and Plat made by A. D. Searl, (except a lot deed-
 ed to Alexander Carr on the eight of February A. D. 1859
 also a lot deeded to Samuel Wiley on the ninth day
 of April A. D. 1859) 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 One Thousand
 four hundred and ten dollars on or before the third
 day of October A. D. 1861, with interest at the rate of
 twenty per cent per annum till paid, in two notes
 one for \$990- and one for \$420- and of this date
 according to the condition of two certain promissory
 notes this day executed and delivered by the said James
 Blood, to the said party of the second part; and this
 conveyance shall be void if such payment be made as here-
 in specified. But if default be made in payment of
 any part thereof as above provided, then it shall be
 lawful for the said party of the second part, his execu-
 tors administrators and assigns at any time there-
 after to sell the premises hereby granted or any part