

This Indenture made this thirtieth day of December in the year of our Lord one thousand eight hundred and eighty between Benjamin Cox and his wife Sarah E. Cox of the city of Lawrence in the county of Douglas and State of Kansas of the first part and Jennie S. Shuttles of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Eight hundred and ninety Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part her heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: The North west quarter of the South west quarter of the North west quarter of Section number five (5) in Township number thirteen (13) South of Range number Twenty (20) East and containing ten (10) acres with the appurtenances and full the estate title and interest of the said parties of the first part therein. And the said Benjamin Cox and Sarah E. Cox do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances. This grant is intended as a mortgage to secure the payment of the sum of Eight hundred and ninety Dollars (\$890.00) on or before the expiration of three years after date hereof with interest thereon at the rate of eight (8) per cent per annum payable semi-annually according to the terms of two certain coupon notes this day executed and delivered by the said Benjamin Cox and his ^{wife} Sarah E. Cox 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 such payment or any part thereof or interest thereon or the laps or if the insurance is not kept thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part her executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the party of the second part her executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said

Regula of Guide

Attent. O. H. Hornold

This mortgage is fully paid and satisfied and I hereby discharge the same of record August 6th 1885 Mrs. Jennie S. Shuttles