

This Indenture Made this 12th day of January in the year of our Lord one thousand eight hundred and eighty-one between Levi Elston and Christena Elston his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part and Avery D. Walker of the second part.

Witnesseth That the party of the first part in consideration of the sum of Three Hundred and fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do grant bargain sell and convey to the said party of the second part her heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas as described as follows to wit, South West quarter of South East quarter of Section Twenty three (23) Township Fourteen (14) of Range Fifteen (19) East, with the appurtenances and all the estate title and interest of the said party of the first part therein And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances; that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons.

This Deed is intended as a Mortgage to secure the payment of the sum of Three hundred & fifty Dollars and interest thereon according to the terms of one certain Mortgage note and 15th interest notes or coupons this day executed by the said Levi Elston to wit; Note No. 1 for Three hundred and fifty Dollars due January 12th 1886 all dated January 12th 1881 payable to Avery D. Walker or order at the Merchants Bank Lawrence Kansas with interest payable semi-annually on the first day January and July in each year according to Coupons attached to said note. The party of the first part further agree that we will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgage or assigns and deliver the policy to the mortgage as collateral security hereto.

Now, If such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided as of default

The following is endorsed on the original instrument.
The above writing is entirely obscured having been faded in full, this writing is partially obscured and the following created by hand:
As witness my hand this 12th day of December A.D. 1885
Levi Elston
Recd of J. C. Morrissey \$150 on account of Deeds