

This Indenture Made this Fifteenth day of January
in the year of our Lord one thousand eight hundred and
eighty one between Cyrus A Walker and his wife
Leah A Walker of the Township of Eudora in the County of
Douglas and State of Kansas of the first part and Benjamin
P. Lamberton of the second part

Witnesseth That the said parties of the first part in
consideration of the sum of Five Hundred 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 his 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 South West Quarter of Section
Number Thirty three (33) in Township Number Thirteen⁽¹³⁾
of Range Number Twenty one (21) all in said Douglas
County and State of Kansas and containing One hundred
and fifty (150) acres, with the appurtenances and all the
estate little and interest of the said parties of the first part therein.
And the said Cyrus A Walker & Leah A Walker his wife
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 free
and clear of all incumbrances.

This Grant is intended as a mortgage to secure the
payment of the sum of Five Hundred Dollars in two
years after date hereof with interest thereon at the rate of
Ten per cent per annum and payable semi annually.
According to the terms of one certain note this day executed
and delivered by the said Cyrus A Walker & Leah A Walker
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 taxes or if the insurance is not kept thereon then
this conveyance shall become absolute and the whole shall be
so me due and payable and it shall be lawful for said party
of the second part his executors administrators and
assigns at any time thereafter to sell the premises hereby
granted or any part thereof in the manner prescribed by
law appraisal hereby waived or not at the option of the
party of the second part his executors administrators or
assigns and out of all the moneys arising from such sale
to retain the amount then due for principal and

The debt hereby secured by virtue of this Mortgage
acknowledged and paid full payment of this Mortgage
April 9 1881

Benj P Lamberton

Witnessed Received
Cyrus A Walker

Attest