

This Indenture made this 15th day of January in the year of our Lord one thousand eight hundred and eighty one between Mary J. Eidenmiller and A. J. Eidenmiller her husband of Lawrence in the County of Douglas and State of Kansas of the first part and Wm. E. Peters Executor of Estate of Don A. C. Peters, deceased of the second part

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 successors, 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 Lots Number One hundred and twenty one (121) and One Hundred and twenty three (123) on Tennessee Street in the City of Lawrence said County and State, with the appurtenances and all the estate with and interest of the said parties of the first part therein. And the said Mary J. and A. J. Eidenmiller 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 included as a mortgage to secure the payment of the sum of Fifteen Hundred (1500) Dollars payable in one two and three years with interest from date at seven (7) percent per annum, payable ^{semi} annually.

(3 notes of \$500.- each)

According to the terms of three certain promissory notes this day executed and delivered by the said Mary J. and A. J. Eidenmiller to the said party of the second part and this conveyance shall be void if such payment be made as is therein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes thereon or if the insurance is not kept up 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 his successors executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraised thereby waived or not at the option of the party of the second part his successors, executors administrators or assigns and out of all the moneys arising from such