

This Indenture Made this 16th day of Feb. in the year of our Lord one thousand eight hundred and Eighty one between Frank M. Perry of Liverpool in the County of Oneondaga and State of New York of the first part and Robert Weindholz of Oudora in the County of Douglas and State of Kansas of the second part

Witnesseth That the said party of the first part for and in consideration of the sum of Three Hundred & Sixty five ⁷/₁₀₀ Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does 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 situate in the County of Douglas ^{and} State of Kansas described as follows to wit, Lots number One 1 and Two 2, in the South West fractional quarter of Section thirty two (32, Township Twelve 12 Range Twenty one 21, being 65 acres more or less.

This Mortgage is given for part of purchase money.
With the Appurtenances and all the estate title and interest of the said
Party of the first part therein

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred & sixty five $\frac{1}{100}$ Dollars according to the terms of one certain note of which the following is a copy
Eudora Peby 16th 1881 on or before Jan'y 1st 1882 after date

I promise to pay to the order of Robert Weinholz Three Hundred & sixty five ⁷⁰⁰/₁₀₀ Dollars at C Pillars Store in Eudora & with 10% int. per annum value received. — Frank M Terry

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment any part thereof as provided then this conveyance shall become absolute 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 and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure thereof and the oversplus if any there be shall be paid by the party making such sale to the said Frank M Torrey his heirs or assigns and for the said consideration the said party of the first part hereby waive appointment of said real estate. In Witness Whereof The said party of the first part has