

This Indenture made this 1st day of March in the year of our Lord one thousand eight hundred and eighty one between M. J. McCallough and J. B. McCallough her husband of Lawrence in the County of Douglas and State of Kansas of the first part and J. J. Pike of Aurora Ill. of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of One thousand (1000) 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 and described as follows to wit: Lot No. Three (3) in Block No. Nine (9) in Kansas first addition to the City of Lawrence, Also Lot No. eighty four (84) in Vermont Street, Also Lot No. One hundred and forty seven in Rhode Island Street all lying in the City of Lawrence, with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said M. J. McCallough and J. B. McCallough do hereby covenant and agree that at the delivery hereof M. J. McCallough is the lawful owner of the premises above granted and seised of a good and indefeasible estate of inheritance herein free and clear of all incumbrances. This Grant is intended as a mortgage to secure the payment of the sum of One thousand (1000) Dollars payable in three years from March 1st 1881 with interest at the rate of ten per cent per annum payable semi annually at Aurora Ill. according to the terms of one certain note this day executed and delivered by the said

M. J. McCallough to the said party of the second part: and this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon or the days 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 executor 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 his executor administrators and assigns and out of all the money 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 that party making such sale on demand to the said M. J. McCallough her heirs or assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year last above written.

M. J. McCallough 1881
J. B. McCallough 1881

Signed Sealed and Delivered in the Presence of
D. S. Alford

State of Kansas }
County of Douglas } Be it remembered that