

This Indenture, Made this fourteenth day of April in year of our Lord one thousand eight hundred and eighty-one between De Forrest Bigelow and Cassius A Bigelow - both unmarried of Lawrence in the County of Douglas 3rd State of Kansas of the first part, and Lewis C. Case of Peenie New York of the second part: Witnesseth That the said parties of the first part in consideration of the sum of Twelve 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: Lots One Hundred and Forty (140) and One Hundred and Forty-Two (142) on Tennessee Street in the City of Lawrence, said County 3rd State with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said De Forrest Bigelow and Cassius A Bigelow 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 Twelve Hundred Dollars, together with the accruing interest thereon according to the terms of one certain Principal Note for twelve hundred dollars and three coupons interest notes each for one hundred and twenty dollars, due in one, two and three years respectively, this day executed and delivered by the said, De Forrest Bigelow and Cassius A Bigelow, 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 mortgage 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 executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, as aforesaid hereby waived.

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