

This Indenture Made this 14th day of May, in the year of our Lord one thousand eight hundred and eighty one between J. D. Fincher and Lena M. Fincher his wife of Lawrence in the County of Douglas and State of Kansas of the first part ^{And} Andreas Benedict of the second part. witnesseth That the said parties of the first part in consideration of the sum of Three 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 follows to wit commencing at the North West corner of Block Eleven (11) in that portion of the city of Lawrence known as North Lawrence thence running east Fifty (50) feet thence South One hundred and ten (110) feet thence West Fifty feet (50) thence North One hundred and ten (110) feet to place of beginning being the same lands described in Deed dated July 26th 1871 and Deed of date of March Eighteenth (18th) 1872 both of said deeds being made by J. E. Garrett and Alice J. Garrett to J. D. Fincher, with the appurtenances and all the estate with and interest of the said parties of the first part therein And the said J. D. Fincher and Lena M. Fincher 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 Three Hundred Dollars with interest at the rate of 10 per cent per annum from date interest payable annually said sum of three hundred Dollars will be due and payable two years from date according to the terms of a certain Note this day executed and delivered by the said J. D. Fincher and Lena M. Fincher his wife 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 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 appraisement hereby waived or not at the option of the

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 21st day of March 1883
At Lawrence
Witness J. H. Grege

Recorded December 10th 1892 James Brooks
Deputy Recorder