

mortgage

This Indenture made this First day of September in the year of our Lord one thousand eight hundred and eighty one by and between William W Lapham and Mary J Lapham his wife of the County of Douglas and State of Kansas parties of the first part and R.R. Conkline party of the second part. Witnesseth, That the said parties of the first part for and in consideration of the sum of Five Hundred Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted Bargained and Sold and by these presents do Grant Bargain, Sell Convey and Confirm unto the said party of the second part and to his heirs and assigns Forever, all of the following described tract, piece or parcel of land lying and situate in County of Douglas and State of Kansas to wit, Lot Numbered Sixty Six (66), on Ohio Street in the City of Lawrence

Do Have and to Hold the same with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining and all rights of homestead ex-emption, unto the said party of the second part and to his heirs and assigns Forever, And the said parties of the first part do hereby covenant and agree that at the delivery hereof They are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that They will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns Forever against the lawful claims of all persons whomsoever.

Provided Always And this instrument is made executant
and delivered upon the following conditions to wit;

First said Parties of the first part are jointly indebted unto the said party of the second part in the principal sum of Five Hundred Dollars lawful money of the United States of America being for a loan thereof made by the party of the second part to the said Parties of the first part and payable according to the tenor and effect of a certain First Mortgage Real Estate Note numbered One executed and delivered by the said Parties of the first part bearing date Sept 1st 1881 and payable to the order of the said R. R. Conklin Three years after date at Banking House Mountze Bros New York with interest thereon from date until maturity at the rate of seven per cent per annum payable semi annually on the First days of March and September in each year and 12 per cent per annum after maturity, the

The following is endorsed on the original instrument

Assignment of Mortgage

Spn and in consideration of their financial aid to me in hand paid the receipt whereof is hereby acknowledged the Mortgage within named do hereby assign and transfer to A.W. Berkeley or his assigns the note by the foregoing mortgage secured and do hereby assign, transfer and set over unto the said A.W. Berkeley or his assigns all my right title and interest to the lands and tenements in said Mortgage mentioned and described. In Witness Whereof I have hereunto set my hand and seal at Newfield on this 15th day of Sept. A.D. 1881. Recorded Oct 15th 1884 at 5 P.M. 201

The galley is indorsed on the original