

the day and year last above written.

R. W. Sumner

Recorded September 22^d 1881 at 1²² O'clock P.M.

A. J. Morrolo
Register of Deeds.

This Indenture made this 23^d day of September in the year of our Lord one thousand eight hundred and eighty one between Mrs. Anna F. Torer and John M. Torer her husband of Lawrence in the County of Douglas and State of Kansas of the first part and Mrs. Louisa A. Miller of Grand Rapids Michigan of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of One thousand eight 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 her 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 Nos. One hundred and fifty nine (159) and one hundred and sixty one (161) on Kentucky Street in the City of Lawrence in said County and State according to the plat of said City with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and except 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 One thousand eight hundred Dollars in three equal annual payments with interest to be paid semi-annually at the rate of eight per cent per annum according to the terms of three certain coupon notes this day executed and delivered by the said Anna F. Torer to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Insurance of \$500. to be kept on buildings for benefit of second party.

But if default be made in such payment or any part thereof or interest thereon or the lapse of 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 her executor administrator 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 her executor administrator