

acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.)

Geo. A. Banks

Notary Public.

My Comm. exps Dec. 15, 1887

Recorded September 28th 1888 at 2¹⁵ O'Clock P.M.

W. H. Arnold

Register of Deeds

This Indenture made the 28th day of September in the year of our Lord one thousand eight hundred and eighty-one between Thomas Jackson widower (deceased) of Lawrence in the County of Douglas and State of Kansas of the first part and Mary J. M^{rs} Cullough of the second part;

Witnesseth that the said party of the first part in consideration of the sum of Three hundred & 00 Dollars to him duly paid the receipt of which is hereby acknowledged has sold unto by these presents does 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: South $\frac{1}{2}$ of North West fourth $\frac{1}{4}$ of Section 62 Township Two Townships (121 Range (121) Pinelawn according to the plat of Douglas County Four Ten (10) acres with the appurtenances and all the estate title and interest of the said party of the first part therein.

And the said Thomas Jackson does hereby covenant and agree that at the delivery hereof he is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \$300 three hundred dollars according to the terms of two certain promissory notes this day executed and delivered by the said Thomas Jackson 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 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 her heirs administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in