

This Indenture made this Eighth day of November in the year of our Lord one thousand eight hundred and eighty one between Conrad B. Redy and Caroline B. Redy his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Sarah W. Ewing of Lawrence in the County of Douglas and State of Kansas of the second part

Witnesseth That the said parties of the first part for and 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 her heirs and assigns forever all that tract or parcel of land situate in the County of Douglas and State of Kansas described as follows to wit All that part of Reserve (5) three in the City of Lawrence beginning at the Kansas River at a point where the North line of said Reserve then strikes said river thence west on the North line of said Reserve to the East line of Ohio street thence south on the East line of Ohio street (200) two hundred feet thence East (100) one hundred feet thence north 30° East to the Kansas River thence up said river to the place of beginning being the premises this day conveyed by the said Ewing to said C. B. Redy this mortgage being to secure the unpaid portion of the purchase money with the appurtenances and all the estate title and interest of the said parties of the first part therein

This Grant is intended as a mortgage to secure the payment of the sum of three hundred Dollars according to the terms of a certain promissory note of even date herewith for the sum of three hundred dollars made by the said Conrad B. Redy payable to the order of said Sarah W. Ewing in one year from date at the rate of eight per cent per annum

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part her executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in the case of protest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such