

This Indenture made this Fifteenth day of December in the year of our Lord one thousand eight hundred and eighty one between Mary White and George W. White her husbands of Lawrence in the County of Douglas and State of Kansas of the first part and C. H. Osburn of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Six Hundred \$600- Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents does 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 as follows to wit Lots Four (4) Five (5) Six (6) Seven (7) Eight (8) and Nine (9) in Block Eight (8) in Babcocks addition to the City of Lawrence Kansas with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said Mary White and George White does hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of the sum of Six Hundred Dollars payable Three years after date to the party of the second part with 10% payable annually according to the terms of one certain note this day executed and delivered by the said Mary White and George W. White 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 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 or 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 of foreclosure hereby waived or not at the option of the party of the second part or his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and