

This Indenture, Made this 18th day of Jan, in the year of our Lord one thousand eight hundred and eighty two between
 Isaac Milworth and his wife Sarah A. Milworth of Lawrence in the
 County of Douglas and State of Kansas of the first part and Mau-
 rice Hartmann of the second part.

Witnesseth, That the said "partys" of the first part in con-
 sideration of the sum of \$1000⁰⁰ one thousand Dollars to them
 duly paid the receipt of which is hereby acknowledged have
 sold and and by their presents doth grant, bargain sell
 and mortgage to the said party of the second part his heirs
 assigns forever all that tract or parcel of land situated in
 the County of Douglas and State of Kansas described as follows
 to wit The North Half of Lot number 37, thirty seven Massa-
 chusetts Street in the City of Lawrence County & State aforesaid,
 with the appurtenances and all the estate, title and interest of the
 said party of the first part therein, And the said Party of
 the first part does hereby covenant and agree that at the
 delivery hereof they are the lawful owners 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 \$1000⁰⁰ One Thousand Dollars
 according to the terms of two certain promissory notes
 this day executed by the said party of the first part
 to the said party of the second part of \$500⁰⁰ five hun-
 dred dollars each and of even date and drawing interest
 at the rate of 8) eight per cent per annum and made
 payable on or before January 18th 1883, 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 con-
 veyance shall become absolute and the whole shall be
 due and payable and it shall be lawful for said
 party of the second part his executors, administrators
 and assigns at any time thereafter to sell the premises
 hereby granted or any part thereof in the manner pre-
 scribed by law, appraisement hereby waived or not
 at the option of the party of the second part his exe-
 cutors, administrators or assigns 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 case of protest together with
 the costs and charges of making such sale and rea-
 sonable Attorneys fee for foreclosure of this mortgage
 the said fee to be due and payable on filing petition

The following assignment appears on the original instrument
 1883. Feb. 2. 1883.
 For value received, I hereby sell transfer assign all my right title
 and interest in the within mortgage to Isaac Milworth for value
 received hereby authorizing him to register the same in the
 Register of Deeds of the County of Douglas, State of Kansas.
 Isaac Milworth
 Maurice Hartmann
 Request of Dubois County, Kansas
 1883. Feb. 2. 1883 at 12 o'clock P.M.
 The following assignment appears on the original instrument
 1883. Feb. 2. 1883.
 Isaac Milworth at Law assign and transfer to Mr. J. P. M. Cullough & Co. all my right title and interest in the within mortgage
 Isaac Milworth
 Maurice Hartmann
 Request of Dubois County, Kansas
 1883. Feb. 2. 1883 at 12 o'clock P.M.