

This Indenture made this First day of February in the year of our Lord one thousand eight hundred and eighty two between Marcia E. Guly and John W. Guly her husband of Lawrence in the County of Douglas and State of Kansas of the first part and Emma L. Alexander Anna E. + Edith P. Braden 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 do grant bargain sell and mortgage to the said parties of the second part their heirs and assigns forever all that tract or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit: The South half (1/2) of Lot Number Eighty six (86) and all of Lot number Eighty eight (88) on Louisiana Street in the City of Lawrence, with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Marcia E. Guly and John W. Guly do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted and signed 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 (600) Dollars of the purchase money on the aforesaid premises due and or before Feb 1st 1883 according to the terms of one certain note this day executed and delivered by the said Marcia E. Guly and John W. Guly to the said parties 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 lease 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 parties of the second part or their executors administrators 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 parties of the second part or their 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 the surplus if any then left shall be paid by the party making such sale on demand to the said Marcia E. Guly and John W. Guly or heirs and assigns.

One Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

signed sealed & Delivered in the Presence of }
I. D. L. Guly

Marcia E. Guly
John W. Guly