

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and eighty two between Mary J. McCullough and Lewis B. McCullough her husband of the County of Douglas and State of Kansas of the first part and D. S. Alford 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 Four Hundred & Sixty Seven & ⁶⁶/₁₀₀ 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 his 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 hereby guaranteeing the free perfect and unincumbered title of the same to be in paid mortgages, said land being Lot No. One Hundred and Fifty two (152) on Louisiana Street, in the City of Lawrence County, and State aforesaid, 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 Four Hundred & Sixty seven & ⁶⁶/₁₀₀ Dollars according to the terms of one certain promissory note this day executed and delivered by said M. J. McCullough to said D. S. Alford for said sum of \$467 ⁶⁶/₁₀₀ due on demand with twelve per cent interest from date.

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 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 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 — for cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the overplus if any there be shall be paid by the