

This Indenture Made this 7th day of March in the year of our Lord one thousand eight hundred and eighty two between J. W. Willey and N. W. Willey his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part and John S. Perry, Nathaniel B. Perry, and Andrew Dickey composing the firm of Perry & Co. of the second part

witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Twelve ⁶⁰/₁₀₀ 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 parties of the second part their 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, Lot number One hundred and Fourteen (14) on Ohio Street situated on the South East corner of Warren and Ohio Streets 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 J. W. Willey and N. W. Willey his wife do 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 Four Hundred and Twelve ⁶⁰/₁₀₀ Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. W. Willey and N. W. Willey his wife to the said Perry & Co. payable at National Bank of Lawrence Kansas as follows to wit,

Four Hundred and Twelve ⁶⁰/₁₀₀ Dollars on the 31st day of December 1882.

with the interest thereon at 10 per cent per annum to the said parties of the second part 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 conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said parties of the second part 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 their executors administrators or assigns and out of all the

The following Assignment is endorsed on the original

Lawrence Kan July 10/83

Recd payment in full of the note secured by the within mortgage

by M. H. Moore, to whom this is assigned Perry & Co

Recorded July 10, 1883 at 3:50 p.m.

Off. of the Register of Deeds by E. Van Puren Reg.