

This Indenture made this 5th day of May in the year of our Lord one thousand eight hundred and eighty, five between John W. Newlin and Rebecca E. Newlin his wife of Lawrence in the County of Douglas and State of Kansas of the first part and J. M. Brown of Phelps in the County of Ontario and State of New York of the second part

Witnesseth That the said parties of the first part for and in consideration of the sum of Five Hundred 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, Lots numbers One (1), and thirty four in Block Sixteen (16) of Subdivided Enlarged Addition to the City of Lawrence Kansas. with the appurtenances^{es} all the estate with 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 Five Hundred (\$500⁰⁰) Dollars according to the terms of a certain promissory note \$500.⁰⁰ Lawrence Kansas May 5th 1852

One Year after date I promise to pay to the order of H. M.
Brown Five Hundred Dollars at the National Bank of Lawrence
with interest at eight per cent per annum after date
until paid. For value received

John M Skewlin
Rebecca E Skewlin

John M Newlin
Rebecca E Newlin

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 ex-ecutors administrators and assigns at any time then after 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 statu-tory damages in case of protest together with the costs and charges of making such sale and — percent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure thereof and the surplus if any there be shall be paid by the party making such sale to the said John M. Newlin his heirs or assigns.