

This Indenture made this 15th day of May in the year of our Lord one thousand eight hundred and eighty two between Marcus Summerfield and Sarah Summerfield his wife being of lawful age of the County of Douglas and State of Kansas of the first part and Coraline M. Woodward of the second part:

Witnesseth-That the said parties of the first part in consideration of the sum of One Thousand Dollars to them duly paid have sold by these presents do grant ^{transfer} and convey to the said party of the second part her heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit:

Lot No. One Hundred and forty one (41) on Kentucky Street in the City of Lawrence County of Douglas and State aforesaid with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part 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 and that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars and interest therein according to the terms of three certain mortgage notes this day executed by the said Marcus Summerfield as part of the purchase money to wit:

Note No. 1 for Three Hundred Dollars due on or before May 15th 1882

Note No. 2 for Three Hundred Fifty Dollars due on or before May 15th 1882

Note No. 3 for Three Hundred Fifty Dollars due on or before May 15th 1882

all dated May 15th 1882 payable to Coraline M. Woodward or order at the Merchants Bank of Lawrence with interest payable semi-annually on the first day of May and November in each year according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved

Insurance Company payable in case of loss to the mortgagee or assign and deliver the policy to the mortgagee as collateral security herefor. Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest therein or of said taxes or assessments as provided or if default be made in the agreement to insure then this conveyance shall become absolute and the whole

of the same shall be conveyed to the mortgagee or assign and the mortgagee or assign shall have the right to sell the same to satisfy the debt.

Witness my hand and seal this 15th day of May A.D. 1885.

Attest: My commission.

Charles Mc Berland.

Recorded June 6. 1885 at 3 O'clock P.M.
 J. J. Conroy, Register of Deeds

The following is explained on the original instrument.
 The note herein described having been paid in full this mortgage is hereby released
 and the lien thereby created discharged.
 Charles Mc Berland this twenty fifth day of May A.D. 1885.
 Attest: My commission.
 Charles Mc Berland.
 Recorded June 6. 1885 at 3 O'clock P.M.
 J. J. Conroy, Register of Deeds