

This Indenture made this 16th day of May in the year of our Lord one thousand eight hundred and eighty two between Samuel C. Brown and Catherine Brown his wife of Lawrence in 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 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 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:

The West half (W¹/₂) of the South West Quarter (S.W. ¹/₄) of the South West Quarter (S.W. ¹/₄) of the North West Quarter (N.W. ¹/₄) of Section Six (6) in Township Thirteen (13) in Range Twenty (20) in the City of Lawrence containing five acres more or less with the appurtenances and all the estate title and interest of the said party of the first part therein which is the purchase money of said real estate.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of three certain promissory notes of even date herewith executed for 200 each and due in one two and three years with nine per cent interest from date given by said Samuel C. Brown to said D. S. Alford. 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 for taxes to become due on said property 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 nothing per cent on the amount secured by this mortgage as a reasonable attorney fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said Samuel C. Brown his heirs or assigns; and for the said consideration the said parties of the first part hereby waive appraisement of said real estate at option of mortgage.

Done Written Whereof The said parties of the first part have hereunto set their hands and seals the day

The within mortgage being paid in full 16th day of October 1882. D.S. Alford.

B. J. Martin, Registrar