

This Indenture Made this First day of July in the year of our Lord one thousand eight hundred ^{and} eighty two between William Miller and Estella J Miller his wife of Lawrence in the County of Douglas ^{and} State of Kansas of the first part ^{and} Henry Quinby of Rochester New York of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 situated in the County of Douglas ^{and} State of Kansas described as follows to wit; The South fractional half of the North East fractional quarter of Section Nine (9) in Township Thirteen (13) South of Range Twenty, 20, East. 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

This Grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of ten certain Coupon Notes this day executed ^{and} delivered by the said William Miller to the said party of the second part, and this conveyance shall be void if such payment be made as therein 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 thenon then this conveyance shall become absolute and the whole shall become due and payable 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 appraiment hereby waived or not at the option of the party of the second part his executors administrators or assigns need not of all the money arising from such sale to retain the amount then due for Principal ^{and} interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said Parties of the