

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and eighty two between J. B. Rothrock and Catharine Rothrock (his wife), of Lawrence in the County of Douglas and State of Kansas of the first part ^{and} Ann Jennell Howe ^{and} Eliza Howe of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Five Hundred and Eighty (\$80) Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents does 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 No. One hundred and Sixty (160), Connecticut Street in the City of Lawrence as per plat on file with the authorities and all the estate title and interest of the said parties of the first part therein And the said J. B. Rothrock and Catharine Rothrock his wife does 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 Five Hundred and Eighty (\$80) dollars according to the terms of Two certain notes this day executed and delivered by the said J. B. ^{and} Catharine Rothrock to the said parties of the second part and this conveyance shall be void if such payment be made as 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 presented by law appraisement hereby agreed or not at the option of the parties of the second part their executors administrators or assigns and out of all the moneys 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