

This Indenture Made this 11th day of August - A.D. 1882 between Gabriel McElloh and Adeline McElloh his wife of Douglas County in the State of Kansas of the first part and Elias Summerfield (unmarried) of Douglas County in the State of Kansas of the second part:

Witnesseth That the said parties of the first part in consideration of the sum of Two Hundred Fifty ⁰⁰/₁₀₀ Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto said party of the second part his heirs and assigns all the following described real estate situated in the County of Douglas and State of Kansas to wit:

Lot One hundred and fourteen (14) New York Street in City of Lawrence. To have and to hold the same together with all the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining forever;

Provided Always and these presents are upon their express condition that whereas said Gabriel McElloh and Adeline McElloh his wife have this day executed and delivered five certain promissory notes in writing to said party of the second part each of which is for the amount of Fifty ⁰⁰/₁₀₀ Dollars and respectively due in six months (6) Twelve (12) months Eighteen (18) months Twenty four (24) months and Thirty (30) months bearing interest at the rate of Seven (7) per cent per annum payable semi annually. Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and if the taxes and assessments of any nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made payable then the whole of said sum and sums and interest thereon shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises.

And the said parties of the first part further agree upon default of the above covenants and conditions or any or either of them to pay the sum of Dollars for the mortgagor or assigns, attorney fee for foreclosure of this mortgage which sum shall be a lien upon said premises added to the amount of said obligation and secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage.