

This Indenture made this first day of September in the year of our Lord one thousand eight hundred and eighty two between John Charlton and Martha Charlton his wife of the City of Lawrence in the County of Douglasnd State of Kansas of the first part and A. B. McChesney of Chicago Illinois of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of Three Hundred 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, Lots number Twenty three (23) and Twenty five (25) on Ohio Street in the City of Lawrence and Countynd State above mentioned with the appurtenances and all the estate title and interest of the said parties of the first part therein.

And the said John Charlton and Martha Charlton his wife do hereby Covenant and agree that at the delivering time they are the lawful owners of the premises above granted and prized 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 Three Hundred Dollars according to the terms of three promissory notes dated September first 1882 One note for Two Hundred Dollars payable April first 1883 One note for Two Hundred Dollars payable July 1st 1883 One note for Five Hundred Dollars payable two years from date hereof and all bearing Eight percent interest per annum this day executed and delivered by the said John Charlton and Martha Charlton his wife and payable to the said party 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 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 appraisement hereby warranted.