

This Indenture made this 24th day of August in the year of our Lord one thousand eight hundred and eighty five between Allen Williams and Nancy Williams his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Mr. Brutchfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and fifty $\frac{1}{2}$ 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 nine (9) Tenth and Eleven $\frac{1}{2}$ in Block Six (6)
South Lawrence in the City of Lawrence with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Allen Williams does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Hundred and fifty $\frac{1}{2}$ Dollars according to the terms of one certain promissory note this day executed and delivered by the said Allen and Nancy Williams to the said party of the second part; payable three years from date at the National Bank of Lawrence Kansas 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 appraisal hereby waived or not at the option of the party of the second part his executors administrators or assigns and out of all the money arising from