

This Indenture made this thirteenth day of May in the year of our Lord one thousand eight hundred and eighty five between Mrs. Sarah S. Hughes (widow of Laurence in the County of Douglas and State of Kansas of the first part and Mary J. Smith of Little Rock Arkansas of the second part:

Witnesseth That the said party of the first part in consideration of the sum of Eighty five Dollars to her duly paid the receipt of which is hereby acknowledged hath sold and by these presents doth grant bargain sell and mortgage to the said party of the second part her heirs and assigns forever all those tracts or parcels of land situated in the County of Douglas and State of Kansas described as follows to wit:

Lots Nos. One Hundred and forty seven (147) and One Hundred and forty nine (149) on South side of Elm Street in Block No. Twelve (12) in North Lawrence with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Sarah S. Hughes doth hereby covenant and agree that at the delivery hereof she 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 save two mortgages to Rachel Levy.

Sarah S. Hughes

This Grant is intended as a Mortgage to secure the payment of the sum of Eighty five Dollars on or before one (1) year from date with interest from date until paid at the rate of 12 per cent per annum according to the terms of a certain ^{promissory} note this day executed and delivered by the said Sarah S. Hughes and one J. J. Hughes 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 her 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 waived or not at the option of the party of the second part her executors administrators or assigns: and out of all the moneys

The following is abstract of original instrument

In consideration of full payment of the within mortgage

Thereby releases the same this

... day of Sept. 1896.

Mary J. Smith

by John S. Jackson

her atty in fact

G. S. Douglas
Register of Deeds

Recorded Sept 29th 1900