

This Indenture made this 12th day of October in the year of our Lord one thousand eight hundred and eighty five between Mary J. Petrie and A. L. Petrie her husband of Lawrence in the County of Douglas and State of Kansas, of the first part and William R. Carter of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and fifty 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: Lot No. Eighty four (84) on New York Street in the City of Lawrence in said County and State according to the plat of said City on file in the office of the Register of Deeds of said City, with the appurtenances and all the estate title and interest of the said parties of the first part therein, And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seised 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 Four Hundred and fifty dollars in two years from the date hereof according to the terms of one certain note and coupons this day executed and delivered by the said parties of the first part 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 waived or not at the option of the party of the second part his executors administrators or assigns; and out of all the moneys arising from such sales to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said Mary J. Petrie her heirs and assigns.

The following is endorsed on the original instrument:
I hereby acknowledge full payment and satisfaction of the debt secured by this mortgage and mortgage of Deeds of Douglas County Kansas to discharge the same of record. Dated this 12th day of January 1889
William R. Carter
Recorded January 12th 1889