

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and eighty six between Holland Wheeler and Martha E Wheeler his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William J. Torone of Newton in the State of Mass. of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred \$1500.00 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 number eighty-four (84) and lot number eighty six (86) on Illinois Street, in block nineteen (19) of West Lawrence, in the City of Lawrence according to a plat filed in the District Clerks office for said County, September 24, 1869 in action therein, wherein Giles S. Lilley was plaintiff and A.B. Wade and others were defendants 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 seized of a good 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 Fifteen Hundred Dollars, (\$1500.00) according to the terms of three certain coupon notes this day executed and delivered by the said Holland Wheeler 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

The following is inclosed in the original

In consideration of full pay-

ment of the within Mortgage

I hereby release the same this

10th day of February, 1890.

Wm. J. Torone by Henry Torone his Attorney in fact

Witness my hand and seal this 10th day of February 1890

In consideration of full pay-

ment of the within Mortgage

I hereby release the same this

.....day of.....