

to-wit:

Lot No. Fifty three (53) on Ohio Street, Lot No. Fifty-five (55) on Ohio Street and the North 20 feet of Lot No. Fifty-seven (57) on Ohio Street 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 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 and indefeasible estate of inheritance therein, free and clear of all incumbrances save a prior mortgage of \$1000.

This Grant is intended as an indemnifying Mortgage, to secure the payment of the sum of \$500 according to the terms of a certain note and mortgage dated January 13, 1886 made by the parties of the first part to Mary J. Smith and covering Lot 51 and the S¹/₂ of Lot 49 Ohio Street in Lawrence. which said property said parties of the first part have this day sold to the Bayless Mercantile Company of Lawrence and have agreed to pay said mortgage when due, and to hold the said Company harmless on account thereof and this conveyance shall be void if such payment be made as in said mortgage specified. But if default be made in such payment, or any part thereof, or interest thereon, or the laws, 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 or 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, or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written,

Lawrence Kansas. October 20. 1886
The note herein referred to having been fully paid
we hereby discharge this mortgage

Witness my hand and seal this 20th day of October 1886
J. H. Bayless President
Bayless Mercantile Co.