

This Indenture, Made this 4<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and eighty seven, between David Burr and Harriet E. Burr his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Daniel J. Pike of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight hundred (\$800) 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:

The North half  $\frac{1}{2}$  of Lot No. Nine (9) on Pinckney 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 lawful fee simple estate of inheritance therein, free and clear of all incumbrances. Insurance to the amount of at least \$800 to be kept on said property for benefit of mortgagee.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars, in one year from this date with eight per cent. per annum, to said Daniel J. Pike, at Aurora Ill. according to the terms of two certain promissory notes this day executed and delivered by the said David Burr of \$400 each, 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

The following is a true and correct copy of the original indenture

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

4<sup>th</sup> day of April 1887

D. J. Pike

Record April 16th 1887

David Burr

Harriet E. Burr