

This Indenture, Made this 19th day of February in the year of our Lord one thousand eight hundred and eighty seven between J. J. Bill single and A. W. Bill single (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and H. J. Sayward of the State of California of the second part,

Witnesseth, That the parties of the first part,

In consideration of the sum of One hundred and five and $\frac{5}{100}$ Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following

tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The South half of the North east quarter and South half of the North half of said North east quarter of Section nine(9) in Township fourteen(14) of Range twenty(20) less R. R. right of way, with the appurtenances and all the estate, title and interest of the said parties of the first part therein above granted, and seized of a good and indefeasible estate of inheritance therein; that they have good right to sell and convey said premises, subject however, to a prior mortgage for \$2000.00 of this date, made to Edward Russell of Lawrence Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred five and $\frac{5}{100}$ Dollars, according to the terms of ten certain mortgage notes of this day executed by the said J. J. Bill single and A. W. Bill single all dated February 19th 1887, payable to H. J. Sayward or order, at the Merchants National Bank in Lawrence, Kansas, with New York Exchange.

Now, If such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or in the taxes or assessments, or if default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum

*The following is endorsed on the original instrument
the two lines described having been written full this writing:
is fully released and the line thereby created discharged*

Attest *H. J. Sayward* *Feb. 19th 1887*

Randall M. Brooks *Notary Public*