

This Indenture, Made this Twenty fifth day of April in the year of our Lord one thousand eight hundred and eighty Eight between Henry A. Cutler and Emilie D. Cutler his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part and Susan E. Halladay of G. roton New York of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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, her heirs and assigns for ever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit: Lot Number Sixty Six (66) on Kentucky Street in the City of Lawrence, County of Douglas and State of Kansas with the appurtenances, and all the estate, title & interest of the said parties of the first part therein. And the said Henry A. Cutler & Emilie D. Cutler 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 One Thousand Dollars (\$1000⁰⁰) in Three years after date hereof, with interest at the rate of Eight (8) per cent per annum, payable annually, both principal and interest being payable at the Douglas County National Bank at Lawrence Kansas, according to the terms of one certain Note & three coupons this day executed and delivered by the said Henry A. Cutler & Emilie D. Cutler 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 her executors, administrators and assigns; at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, as hereinafter waived or not, at the option of the party of the second part her executors, administrators 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

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