

This Indenture, Made this Seventh day of July in the year of our Lord one thousand eight hundred and eighty Eight, between Calvin S. Cutler & Mary Cutler his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Caroline Day of Albany New York of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred 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 forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to wit: The South one half of Lot No One hundred and sixty two (162) all of Lot No One hundred and sixty four (164) and the North one half of Lot No One hundred and sixty six (166) all on Indiana Street in the City of Lawrence in said County and State, according to the plat of said City 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 state of inheritance therein and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars due and payable in three years from date thereof, with interest thereon from date at Eight percent per annum, according to the terms of a certain promissory note this day executed and delivered by said parties of the first part to said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified. And the said parties of the first part hereby to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue hereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or her assigns in the sum of not less than Five hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which

The following is endorsed on the original instrument
On consideration of full payment of the within mortgage
I hereby release the same this 20 day of July 1891
Caroline Day
A Marks agt for Callahan
Revised July 20th 1891
James Brooks
Clerk