

This Indenture, Made this 26th day of January in the year of our Lord one thousand eight hundred and eighty two between John Eldridge and Frank Eldridge his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ellie B. Huson of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of Two hundred and fifty 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 part one of the second part 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: Lots Twenty seven and Twenty nine in Block Thirteen (A3) corner of Massachusetts Bridge and Elm Street North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said John Eldridge and Frank Eldridge his wife 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.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars purchase money for above property according to the terms of one certain promissory note this day executed and delivered by the said John Eldridge to the said part one of the second part:

and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the said part one of the second part heirs 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 part one of the second part heirs executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part one making such sale on demand to the said John Eldridge his heirs and assigns.

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

Signed and delivered in presence of

John Eldridge (SEAL.)
Frank Eldridge (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 26 day of January, A. D. 1882, before me, A. G. Hager, a Notary Public in and for said County and State, came John Eldridge and Frank Eldridge husband and wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires May 22 1892.

Recorded Jan 26 A. D. 1882, at 4 47 o'clock 9 M.

Notary Public.

James Brooks
Reg. later of Deeds.

In testimony in consideration of full payment of the within mortgage I hereby release the same this 26th day of January 1882.
 Recorded Feb 2, 1891 at 5 o'clock A. M. James Brooks Register of Deeds
 1891 Jan 26 at 4 47 o'clock P. M.