164CORTCACE RECO in the year of our - day of gameary This Indenture, Made this ____ _____21-_between Lewis John con and Lewiss Lord one thousand eight hundred and eighty Eigletof _ Sawrence_____ in the County of __ No uglas_____ and State of Marca of the first part, and D. I. Ho addley of the Rame flace_____ and State of Marca of the second part, Wilnesselh, That the said parties of the first part in consideration of the sum of-Aurt -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 4_ of the second part line 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: all of Let Egiteen 181 in Black Swola Daylors addition to the lity of Dawrence according to the lat of said addition of file in the office of Registed of Deeds said Count of Donglas and Hite of sawas Quant with all the appurtenances, and all the estate, title and interest of the said particle of the first part therein. And the said Parties of the first fart To- hereby covenant and agree that at the delivery hereot by ane the lawful owners of the premises above granted, and of. bet 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 Phirty Dollars _ this day executed and delivered by the note according to the terms of _ One-_______ to the said part 4 of the second part : - Parties of the first part saidand 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 y 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 part 4-0f the second part 4-0 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 4 making such sale on demand to the said Parties of the first fart or their heirs and assigns. Cenclerof In Witness Whereof, The said particulat the first part, haschereunto ser/lice hands and seal the day and year first above witten This 2) et day of January in they as gour Sont sight with untrestand ight jeight. (SEAL.) Signed, and delivered in presence of Janica & Johnson _(SEAL.) games Brook Q Arthur B Basterus (SEAL.) B (SEAL.) 00'0 STATE OF KANSAS, County of Douglas が A. D. 188 , before me, - day of- January Be it Remembered, That on this-21-, a Notary Public in and for said County and J.C. Clayhool-State, came Lewis Johnsonan - to me personally known to be the same person e 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. J.C. Claybool My commission expires July -29-- 1991 . -A. D. 1889, at 11 0 ciclock A-M. Notary Public. Recorded abril--18-Mus Borrolo Register of Deeds 3