

contained, reference being thereunto had, may more fully appear.
 Now this Indenture Witnesseth, That the said party of the said first
 part, for the better securing the payment of the said sum of money
 mentioned in the condition of the said bond or obligation with
 interest thereon, according to the true intent and meaning thereof, and
 also for and in consideration of the sum of one dollar to her in hand paid
 by the said party of the second part, at or before the enscaling and delivery
 of these presents, the receipt whereof is hereby acknowledged, hath
 granted, bargained, sold, aliened, released, conveyed and confirmed,
 and by these presents, doth grant, bargain, sell, alien, release, convey
 and confirm, unto the said party of the second part, and to his suc-
 cessors heirs, and assigns, forever, All those certain parcels² & lots
 of land situate lying² & being in that part of the City of Lawrence,
 known as West Lawrence in County of Douglass² & State of Kansas
 and known² & described as follows; to wit: Lots numbered Fifty two (52)
 Fifty four (54), Fifty six (56), Fifty eight (58)² & Sixty (60) on Elliott Street
 in Block number Thirty five (35) Together with all and singular, the
 tenements, hereditaments and appurtenances thereunto belonging, or
 in anywise appertaining, and the reversion and reversions, remainder
 and remainders, rents, issues and ~~profits~~ thereof; And also, all the
 estate, right, title, interest, property, possession, claim and demand
 whatsoever, as well in law as in equity, of the said party of the first
 part, of, in, and to the same, and every part and parcel thereof, with
 the appurtenances. To have and to hold the above granted, bargained
 and described premises, with the appurtenances, unto the said party
 of the second part, his successors and assigns, to his² & their own
 proper use, benefit and behoof forever. Provided Always, and these
 presents are upon this expresse condition, that if the said party
 of the first part, his successors & assigns, shall well and truly pay
 unto the said party of the second part, his successors or assigns, the
 said sum of money mentioned in the condition of the said bond
 or obligation, and the interest thereon, at the time and in the manner
 mentioned in the said condition, according to the true intent and
 meaning thereof, that then these presents, and the estate hereby
 granted, shall cease, determine, and be null and void. And the said
 Mary J. Spencer for herself her heirs, executors and administrators,
 doth covenant and agree to pay unto the said party of the second part,
 his successors or assigns, the said sum of money and interest, as
 mentioned above, and expressed in the condition of the said bond.
 And if default shall be made in the payment of the said sum of
 money above mentioned, or the interest that may grow due thereon,