This Indenture made this first day of November in the year of our Lord one thousand eight hundred and eighty-two between William C Jennings a single man, (being of lawful age) of the County of Douglas and State of Kansas of the first part and Henry Gay of the State of Connecticut of the second part.

Witnesseth, That the party of the first part in consideration of the sum of Ten Hundred and Fifty Dollars to him in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does grant bargain sell and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit. The South half of Lot Number Ninety-nine (99) on Massachusetts Street in the City of Lawrence with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances that he has good right to sell and convey said premises and that he will Warrant and Defend the same against the lawful claims of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Ten Hundred and Fifty Dollars and interest thereon according to the terms of 5 certain mortgage note and 15 interest notes or coupons this day executed by the said William C Jennings being balance of purchase money to wit,

Note No. 1 for Two Hundred Dollars due November 1st 1883.
Note No 2 for Two Hundred Dollars due November 1st 1884.
Note No 3 for Two Hundred Dollars due November 1st 1885.
Note No 4 for Two Hundred Dollars due November 1st 1886.
Note No 5 for Two Hundred Dollars due November 1st 1887.

All dated November 1st 1882 payable to Gilbert and Gay or order at the Hurlbut National Bank West Winsted Conn. with interest payable semi annually on the first day of November in each year according to coupons attached to said notes. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent and that he will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security hereto.

Now, if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof