

above written.

(S.S.)

My commission expires Aug. 7th, 1880.

Levi A. Doane

Notary Public.

Recorded November 29th, 1882 at 1²⁰ O'clock P.M.

W. H. Arnold

Register of Deeds

This Indenture Made this 28th day of November in the year of our Lord one thousand eight hundred and eighty two between A. J. Griffin and Mary C. Griffin his wife of Lawrence in the County of Douglas and State of Kansas of the first part and A. Schuler of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of Four 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:

Begin 20 chains West of South-East corner of Section 26 Township 12, Range 19. Thence North (20) Twenty chains thence East (20) Twenty chains thence South 69° West 13 chains to angle stake, thence South 27° West 17 $\frac{1}{2}$ chains to place of beginning in S.E. 14 Sect. 26 T. 12. R. 19. containing $12\frac{5}{8}$ acres with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said A. J. Griffin and Mary C. Griffin 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 Four Hundred Dollars according to the terms of one certain promissory note this day executed by the said A. J. Griffin and Mary C. Griffin his wife to the said party of the second part: for four hundred dollars payable three years after date with interest at 8% per annum. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part hereof or interest thereon or the time or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be due and payable and it shall be lawful for said party of the second part her 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 party.