

This Indenture, Made this 24<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and eighty three between R. W. Cunningham & D. A. Cunningham his wife of Lawrence in the County of Douglas and State of Kansas of the first part and J. B. Fellows of the second part. witnesseth That the said parties of the first part in consideration of the sum of Nineteen Hundred & Eighty four (\$1984) 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 his 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 The South half of Lot number twenty six (76) Massachusetts Street Lawrence Kansas with the appurtenances And all the estate title and interest of the said party of the first part therein And the said R. W. & D. A. Cunningham 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 Nineteen Hundred & Eighty four (\$1984<sup>00</sup>) Dollars according to the terms of four certain notes this day executed by the said R. W. & D. A. Cunningham to the said party of the second part \$1600<sup>00</sup> being the consideration hereof to run 3 years without end, in consideration of 3 notes of \$128<sup>00</sup> each to run respectively 1. 2 & 3 years after which said notes draw 10% interest - 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 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 shall be due and payable and it shall be lawful for said party 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 party of the second part his executors administrators or assigns and out of all the monies arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and

The following is endorsed on the original instrument  
The conditions of the within mortgage having been complied with I  
release my right and title to the premises J. B. Fellows

Recorded December 31<sup>st</sup> 1883 at 11:30 am

Chas. J. Hammett Register of Deeds