

This Indenture Made this 1st day of May in the year of our Lord one thousand eight hundred and eighty three between Samuel Reynolds and Lizzie Reynolds his wife of Lawrence in the County of Douglas and State of Kansas of the first part and David Erskine of the second part

Witnesseth That the said parties of the first part in consideration of the sum of One Thousand 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 the Northeast quarter of Section Thirteen in Township Thirteen of Range Nineteen with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said Samuel Reynolds and Lizzie Reynolds 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 and will warrant and defend the same and that the same is free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part and this conveyance shall be void if such payment be made as herein specified But if default be made in such payment or any part thereof 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 become 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 money arising from such sale to retain the amount thereof due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale or demand to the said parties of the first part their heirs and assigns

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written

Samuel Reynolds { Seal }
Lizzie Reynolds { Seal }

See book 18 p 193