

This Indenture Made this fourteenth day of May in the year of our Lord one thousand eight hundred and eighty three between Charles F. Garrett and Fannie M. Garrett his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Charles H. Osburn of Bourbon County Kansas of the second part Witnesseth That the said parties of the first part in consideration of the sum of Twelve 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 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

Beginning at a point in the West line of Kentucky Street produced South in the City of Lawrence Two hundred and forty seven 247 feet South of the North line of Adams Street in said City thence running South Two hundred and ten 210 feet thence West Two hundred and fifty 250 feet to the East line of Tennessee Street in said City thence North Two hundred and ten 210 feet thence East Two hundred and fifty 250 feet to the place of beginning being in the South West quarter of Section No Thirty one 31 in Township No Twelve is South of Range No Twenty is East of the 6" principal meridian and being the homestead property of the said parties of the first part with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said Charles F. Garrett 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 This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred dollars in one year from date with interest thereon at nine percent per annum from date until paid according to the terms of one certain promissory note this day executed and delivered by the said Charles F. Garrett 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 taxes 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