

This Indenture made this eighth day of June in the year of our Lord one thousand eight hundred and eighty three between Sarah A. Simmons and E. F. Simmons (husband and wife) in the County of Douglas and State of Kansas of the first part and Thomas H. Martin of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Two 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 Lot number One Hundred and Thirty Two (132) on Ohio Street in the City of Lawrence

with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said Sarah A. Simmons and E. F. Simmons 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 Two hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Sarah A. Simmons and E. F. Simmons to the said party of the second part each for the sum of One hundred Dollars with ten per cent interest from date until paid from of said second party One due on or before sixty and one on or before ninety days 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 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 moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the overplus