Lots number twenty three (23) and twenty five (25) Ohio Street in Lawrence Kansas

To Have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption unto the said party of the second part and to his heirs and assigns forever And the said parties of the first part 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 and that they will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever against the lawful claims of all persons whomsoever

Provided Always and this instrument is made executed and delivered upon the following conditions towit:

First Said Jno Charlton & Martha Charlton are justly indebted unto the said party of the second part in the principal sum of One Thousand ($1000.00) Dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said John & Martha Charlton and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered executed and delivered by the said John Charlton & Martha Charlton bearing date July 17th. 1883 and payable to the order of the said J.W. Van Hoesen 5 years after date at the Nat. Bank Lawrence Kans. with interest thereon from date until maturity at the rate of 9 per cent per annum payable semi-annually on the 17th days of Jany and July in each year and 12 per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith and payable to the order of said J.W. Van Hoesen at the Nat. Bank Lawrence Kansas

Second Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified and if not so paid the said part of the second part or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured due and payable at once or may elect to pay such taxes assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured

on the upper mortgagors interest hereby assigned.
For and in consideration of one thousand dollars to me in hand paid the receipt whereof is hereby acknowledged I J. W. Van Hoesen the mortgagee within named do hereby assign and transfer to J. N. Van Hoesen on this assignment the notes by the following mortgagors secured and hereby assign transfer and set over unto said J. N. Van Hoesen in his designee all my right title and interest to the land and premises mentioned and described in the within mortgage and hereby authorize and direct the mortgagors therein to pay said J. N. Van Hoesen the money hereunder and I hereby ratify and confirm said assignment.
Witness my hand this 15th day of Sept A.D. 1885
J. W. Van Hoesen (Seal)

Recorded Sept 15th 1885 at 8 36 o'clock a.m.
J. S. Irwin
Register