

This Indenture made this 6th day of August in the year of our Lord one thousand eight hundred and eighty three between Aaron Urbansky and Emma Urbansky his wife of St. Marys in the County of Potawatamie and State of Kansas of the first part and Nicholas S. Clarke of the second part Witnesseth That the said parties of the first part in consideration of the sum of Twenty Two Hundred and Fifty 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 ^(1/2) of Lot No Forty (40) on Massachusetts Street in the City of Lawrence according to the plat of said City with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said Aaron Urbansky & Emma Urbansky 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 Except a Mortgage of \$2500 to M. H. Moore which the said grantors agree to pay according to its terms This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Two Hundred and Fifty Dollars according to the terms of eleven certain Notes this day executed and delivered by the said Aaron Urbansky & Emma Urbansky to the said party of the second part being a part of the purchase money for said premises 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

Received payment in full of debt hereby secured
and complete satisfaction of this mortgage is
acknowledged this 12th March 1886

Nicholas S. Clarke

Attest Off. J. B. Gould
Register of Deeds