

This Indenture made this thirty first day of August in the year of our Lord one thousand eight hundred and eighty three between Samuel C. Brown & Catharine Brown his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Alfred S. Johnson of Cotton wood falls in the County of Chase and State of Kansas of the second part

Witnesseth That the said parties of the first part for and in consideration of the sum of Seventy Five Dollars to them duly paid the receipt of which is hereby acknowledged has 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 situate in the County of Douglas and State of Kansas described as follows to wit South fifty feet (50 feet) of Lot seven (7) in Block seventeen (17) in Babcocks Enlarged addition to the City of Lawrence Douglas County Kansas

with the appurtenances and all the estate title and interest of the said party of the first part therein

This Grant is intended as a Mortgage to secure the payment of the sum of Seventy Five Dollars according to the terms of a certain promissory note of even date herewith of which the following is a copy \$75.00 Lawrence August 31st. 1883

Three years after date we promise to pay to the order of Alfred S. Johnson Seventy Five Dollars with interest at eight percent per annum until paid The parties of the first part have the right to pay any part or all of the above note at any time they may wish to do so before the end of the three years and this conveyance shall be void if such payment be made as is herein specified But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute 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 and out of all the money arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there