

This Indenture made this Third day of September in the year of our Lord one thousand eight hundred and eighty three between Charles R. Andrews and Maggie A. Andrews his wife of Lawrence in the County of Douglas and State of Kansas of the first part and The Merrimack County Savings Bank of Concord N. H. of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Three hundred and seventy five 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 and assigns forever all that tract or parcel of land situated in the County of Douglas in State of Kansas described as follows to wit

Lot No Thirty three (33) on Ohio Street in the City of Lawrence in said County and State according to the plat of said City on file in the office of the Register of Deeds of said County with the appurtenances and all estate title and interest of the said parties of the first part therein and the said parties of the first part do hereby covenant and agree that at the delivery 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 Three hundred and seventy five dollars with interest after date payable semi annually principal payable on demand according to the terms of a certain note dated Concord N. H. June 10. 1883 executed and delivered by the said Charles R. Andrews 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 second part 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 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 if any