

This Indenture, Made this 26th day of November in the year of our Lord one thousand eight hundred and eighty three between J. B. Churchill and Catharine wf of Lawrence in the County of Douglas and State of Kansas of the first part, and T. C. White of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 No one Hundred and Thirty Eight (138) Louisiana Street Lawrence Kansas 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 J. B. Churchill does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Four Hundred Dollars \$200 on or before one year after date \$200 on or before two years after date with interest at ten per cent per annum payable semi annually according to the terms of Two certain notes this day executed and delivered by the said J. B. Churchill & Catharine Churchill to the 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 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 surplus if any thereof shall be paid by the party.

Received Payment of all claims hereby secured
and complete satisfaction of this mortgage is hereby
Acknowledged this 20th Nov. 1884

T. C. White

attest

Alfred Arnold

Register of Deeds