

This Indenture made this 5th day of March in the year of our Lord one thousand eight hundred and eighty four between Shaler W. Eldridge and Carrie Eldridge his wife of Lawrence in the County of Douglas and State of Kansas of the first part and O. E. Bearnd of the second part;

Witnesseth - that the said parties of the first part in consideration of the sum of Ten Thousand \$10 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 Lots number Twenty one (21) and Twenty three (23) Massachusetts Street and Lot number Twenty four (24) Vermont Street in the City of Lawrence with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Shaler W. Eldridge 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 Ten Thousand \$10 Dollars payable one year from date at the National Bank of Lawrence Kansas with interest at the rate of eight per cent per annum according to the terms of one certain promissory note this day executed and delivered, by the said Shaler W. Eldridge and Carrie Eldridge his wife 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 the said party of the second part his executors administrators and assignees