

This Indenture made this fourteenth day of November in the year of our Lord one thousand eight hundred and eighty four between William R. Carter and Alice E. Carter his wife of Lawrence in the County of Douglas and State of Kansas of the first part and John L. Kilworth of same place of the second part,

Witnesseth That the said parties of the first part in consideration of the sum of Three 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. Twenty (20) on Elliott Street in Block No. Thirty nine (39) in that part of the City of Lawrence known as West Lawrence with the appurtenances and all the 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 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars on or before one (1) year from date with interest from date until paid at the rate of twelve (12) per cent per annum payable semi-annually according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part 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 laps 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 there be shall be paid by the party making such sale on demand to the said parties of the first part or their heirs and assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written

W. R. Carter 

Alice E. Carter 

The debt hereby secured having been paid in full this mortgage is discharged of record.
July 15th 1885
J. L. Kilworth

Attest:

W. H. Hornsoll Register of Deeds.