

This Indenture made this 8th day of December in the year of our Lord one thousand eight hundred and eighty four between Charles T. Pine (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part and R. Martin of the second part;

Witnesseth That the said party of the first part in consideration of the sum of One Hundred Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does 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 ninety seven (197) and one Hundred and ninety nine (199) on Elm Street in Subdivision of Block No. Eleven (11) in that of the City of Lawrence formerly known as North Lawrence with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Charles T. Pine 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 One Hundred Dollars in three months after date with interest at 8% per annum according to the terms of one certain note this day executed and delivered by the said Charles T. Pine 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 incumbrance 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 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 principals 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 party of the first part or his heirs or assigns.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written

Chas. T. Pine

This debt hereby secured having been fully paid and satisfied, this mortgage is discharged of record
March 17th 1885.

Robert Martin

Attest:
A. H. Hornold
Register of Deeds.

H. Callahan is indebted on the annual mortgage