

This Indenture Made this first day of January in the year of our Lord one thousand eight hundred and eighty five between Adolph L. Brisa and Theodore E. Brisa in the County of Douglas and State of Kansas of the first part and Mrs. Endicott Jr. of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of Four Hundred <sup>and no</sup> 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;

The West half of Block No. Twenty seven (27) West Lawrence in the City of Lawrence. This mortgage being given to secure a portion of the purchase money for said property with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Adolph L. and Theodore E. Brisa 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 Four Hundred <sup>and no</sup> Dollars according to the terms of one certain promissory note this day executed and delivered by the said Adolph L. and Theodore E. Brisa to the said party of the second part payable on or before January 1<sup>st</sup> 1886 at the National Bank of Lawrence Kansas 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 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

The following is indexed on the original instrument -  
 Basin March 25<sup>th</sup> 1885. For Value received. I hereby  
 Cancel and discharge the within Mortgage - William Endicott Jr.  
 In presence of -  
 Hester C. & Baggett -  
 Records May 31<sup>st</sup> 1885  
 Darius Brooks  
 Recorder of deeds