

My commission expires June 6<sup>th</sup> 1885.

Recorded June 2<sup>nd</sup> 1885 at 4<sup>25</sup> O'clock P.M.

A. J. Hornold  
Register of Deeds

This Indenture Made this 2<sup>nd</sup> day of January in the year of our Lord one thousand eight hundred and eighty five between Mary J. M<sup>rs</sup> Cullough and James B. M<sup>rs</sup> Cullough her husband of Lawrence in the County of Douglas and State of Kansas of the first part and F. Pritchard of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of 6000.00 Six Thousand Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents does grant bargain sell and mortgage to the said party of the second part her 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 North half of Lot "22" Twenty two Massachusetts Street 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 Mary J. M<sup>rs</sup> Cullough and James B. M<sup>rs</sup> Cullough 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 except the mortgage now of record.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Thousand \$6000. Dollars five years after date at eight per cent per annum payable semi-annually according to the terms of one certain promissory note of even date herewith this day executed and delivered by the said Mary J. M<sup>rs</sup> Cullough and James B. M<sup>rs</sup> Cullough 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 this 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 her executors administrators and assigns at any time hereafter 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 executors