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 Nos. Twenty seven (27) Twenty eight (28) Twenty nine (29) Thirty (30) Thirty-one (31) Thirty two (32) Thirty three (33) Thirty four (34) Thirty five (35) and Thirty six (36) Fraziers Sub. Division of Lot Six (6) Seven (7) eight (8) nine (9) Twelve (12) Thirteen (13) Fourteen (14) and Fifteen (15) addition No. Four (4) of that part of the City of Lawrence formerly North Lawrence subject to a mortgage of One Hundred and twenty five Dollars, and in case interest is not paid at the expiration of Six months the said parties of the first part agrees to convey to said party of the second part the said lots above named on his agreeing to reconvey if principal and interest on note hereby secured shall be paid when due in one year from the date, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors 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 indefasible estate of inheritance therein, free and clear of all incumbrances except as above noted.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars due in one year from date int 12% Semi annually according to the terms of one certain note this day executed and delivered by the said Eli and Martha Frazier 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 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 the

One the original instrument is the following
February 4 1856 at 10:15 am. For value received I assign all of my Interest of the within mortgage to J. Ray C. E. Cubberly
Recorded February 4 1856
B. F. Barker
Register of Deeds