

"Brought forward"

excepted - it is further covenanted & agreed that all covenants and agreements contained in this indenture shall be binding on the heirs and assigns of the parties hereto. In testimony whereof we have hereby set our hands & seals this 20th Day of November 1857.

Rich^d. E. Whitcomb *Seal*
E. Nichols *Seal*

Recd for record Nov 20th 1857. at 1 1/2 o'clock P.M.

This indenture made this fourteenth day of November in the year of our Lord the thousand eight hundred and fifty seven Betw^{een} E. Q. Ladd of the County of Lawrence Territory of Kansas of the first part and John Stroup of Franklin said Territory of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Five Hundred Dollars the receipt whereof is hereby acknowledged doth give, grant bargain sell release, convey and confirm unto the said party of the second part and to his heirs and assigns, forever, all the following described land, situated in the County of Lawrence Kansas Territory to-wit: Lot number Eighteen (18) on Massachusetts Street. Excepting and reserving therefrom, the buildings upon said lot together with all and singular the hereditaments and appurtenances thereto in anywise belonging, of every now appertaining both in law and equity. This grant is intended as a Mortgage, to secure the payment of the sum of Five Hundred Dollars and the interest thereon at the rate of Twelve and a half per cent per annum which said payment shall be made upon the first day of March next according to the conditions of a certain this day executed and delivered by the said E. Q. Ladd to the said party of the second part; and this condition shall be void if such payment be made as herein provided. And if default be made in the payment of any part of the sum above provided, then it shall be lawful for the said party of the second part his executors administrators or assigns at any time thereafter to sell the premises hereby

I John Stroup, the mortgagee named in the foregoing on this page recorded do acknowledge full satisfaction of the debt thereby incurred and do hereby certify that the same was paid to me on the 14th day of March 1858

John Stroup

James B. Givens