

"Brought forward"

A Mortgage of these premises was given Oct 12 1857 to secure the payment of the first mentioned sum which said Mortgagees say is lost and in the execution of this the other is null and void but this indenture is subject to a Mortgage of prior date to another person to secure the payment of One thousand Dollars; and this mortgage shall be void if such payment be made as herein specified. But if default be made in the payment of any part thereof as above provided, then it shall be lawful for the said parties of the second part their executors, administrators or assigns at any time thought to sell the premises hereby granted, in any part thereof, in the manner prescribed by law; but not without advertising the same in some news paper printed in Lawrence thirty days prior to said sale, 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 attorney's fees for fore closure, and the surplus if any then be shall be paid by the parties making such sale on demand, to the said Charles Stearns his heirs or assigns. In witness whereof I have partly of the first part has hereunto set his hand and seal the day and year first above written

Signed sealed and delivered in presence of
 Charles Stearns Esq

Territory of Kansas }
 Douglas County } On the second day of February in the year One thousand eight hundred and fifty eight before me the undersigned personally appeared Charles Stearns to me known to be the person described in and who executed the above instrument, and acknowledged that he executed the same
 E D Ladd J.P.

Recd for recd February 3 1858 at 8 1/2 am

This Indenture made this second day of February in the year of Our Lord One thousand eight hundred and fifty eight Between Lorenzo Hapt of Lawrence Douglas County Territory of Kansas of the first part and Abraham Welder of Lawrence Douglas County