

Wesley H. Duncan in of the firm of W.H. Duncan
 named in this mortgage hereby acknowledge the debt
 secured thereby & discharge the same of record.
 Witness my hand & seal this 22nd day of October 1869
 W.H. Duncan
 Mr. W. H. Duncan

This Indenture made this ^{Twenty} second day of March
 in the year of our Lord One thousand Eight hundred
 and fifty eight Between Thaddeus S Whitney of the City of
 Lawrence Territory of Kansas of the first and Wesley H Duncan
 and Charles S Duncan of the firm of W H Duncan of
 Lawrence aforesaid of the second part Witnesseth that the said
 parties of the first for and in consideration of the sum of One thousand
 Dollars, the receipt whereof is hereby acknowledged, doth give grant
 bargain sell release, confirm unto the said parties of the second
 part and to their heirs and assigns, forever all the following described
 land situated in the said City of Lawrence Kansas Territory, to wit;
 Lot Number five (5.) on New Hampshire Street. together with all
 and singular the hereditaments and appurtenances therunto belonging
 or in any wise appertaining, both in law and equity. This Grant is
 intended as a Mortgage to secure the payment of the sum of
 One thousand three hundred fifty five Dollars in six
 months after the date hereof without defalcation or discount, with
 interest at five per cent per month until paid, according to
 the conditions of a Note of hand this day Executed and delivered
 by said T.S. Whitney to the said parties of the second part; and
 this conveyance shall be void if such payment be made as herein
 specified. But if default be made in the payment or 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 thereafter, to sell the premises hereby granted, or any part thereof
 in the manner prescribed by law; 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 attorneys fees for the closure
 and the surplus if any there be shall be paid by the
 parties making such sale or demand to the said
 T.S. Whitney his heirs or assigns.

In Witness Whereof the party of the first part has hereunto set
 his hand and seal the day and Year first above written
 Sealed and Delivered in presence
 of C. S. Ladd
 T.S. Whitney Seal
 Forward.