

J. Hiram Dunbar, the Mortgage named in the Mortgage on this page recorded, do hereby acknowledge the receipt of One Hundred Dollars ~~from~~ the debt thereby secured, @ do place from the security therein described the said lot & interest situate 15/ on Massachusetts Street at the City of Lawrence, Mass. my hand @ said City of June A.D. 1859 J. Hiram Dunbar

This Indenture made this sixth day of October in the Year of Our Lord One thousand Eight hundred and fifty Eight, Between Sylvester B. Runtiss, and Mary H his wife of Douglas County Territory of Kansas of the first part and Hiram Dunbar of Douglas County aforesaid of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of One thousand ⁰⁰/₁₀₀ Dollars, the receipt receipt whereof is hereby acknowledged, doth give grant bargain and 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 City of Lawrence said County, Kansas Territory, to wit. Lot Number fifteen (15) on Massachusetts Street. and lot Number thirteen (13) and fourteen (14) on New Hampshire Street., together with all and singular the hereditaments and appurtenances thereto belonging in anywise appertaining both in law and Equity This Grant is Intended as a Mortgage to secure the payment of the sum of One thousand Dollars (\$1000 ⁰⁰/₁₀₀) in six months after the date hereof, and the interest thereon at the rate of three per cent per month until paid, according to the conditions of a certain promissory Note this day Executed and delivered by the said Sylvester B. Runtiss 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 the payment or any part thereof as above provided, then it shall be lawful for the 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 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 foreclosure and the surplus if any there be shall be paid by the party making such on demand to the said Sylvester B. Runtiss and Mary H his wife their heirs or assigns