

eight (58) feet and six inches; thence North twenty five (25) feet to place of beginning 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 Twenty three hundred and ninety three dollars on or before the fifth day of July next, with interest at the rate of five percent per month after maturity according to the condition of a certain promissory note this day executed and delivered by the said George C. Brackett 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 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 money 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 attorney fees for foreclosure; and the surplus, if any there be, shall be paid by the party making such sale (and the attorney) on demand, to the said George C. Brackett & Owen A. Bassett their heirs or assigns.

As witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written, signed, sealed and delivered in presence of, { the words "of one quarter" were inserted in the fifteenth line before signing. George C. Brackett, *husb* Harriet C. Brackett, *wife*



Territory of Kansas, Douglas County, ss.

On this twenty fifth day of May A. D. 1859, before me, a Notary Public, in and for said County, came George C. Brackett & Harriet C. his wife to me well known, to both persons described in, and who executed the above conveyance as parties thereto and acknowledged the same to be their own free act and deed, she the said Harriet C. Brackett being by me first made acquainted with the contents of said instrument, upon an examination apart from her said husband acknowledged that she executed the same and relinquished her dower in the real estate therein mentioned freely and with compulsion or undue influence of her said husband. J. A. Reynolds, Notary Public,
Recd May 25 1859 at 9 am