

known as the South half of lot No twenty five on Massachusetts Street bounded as follows:
Beginning at the southeast corner of said lot on Massachusetts Street, thence running
west one hundred and seventeen feet to a wall; thence North twenty five (25) feet
thence east one hundred and seventeen feet to Massachusetts Street; thence South on said
Street twenty five feet to place of beginning, together with all and singular the heredita-
ments and appurtenances thereunto belonging, or in any wise appertaining, both
in law and equity. This Grant is intended as a Mortgage to secure the payment of thirty
three hundred and thirty five dollars due and payable on or before three years from
July 8, eight 1859, with interest from July 8, 1859, payable quarterly at the rate of
fifteen percent per annum; the above premises being free from incumbrances except
a Mortgage for thirteen hundred dollars due to Calvin Hopkins according to the condi-
tions of a certain note of hand this day executed and delivered by the said Charles
Stearns 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's fees for
foreclosure; and the overplus, if any there be, shall be paid by the party making
such sale on demand, to the said Charles Stearns and Mary J. Stearns their
heirs or assigns. In Witness Whereof, the parties of the first part have here-
unto set their hands and seals this day and year first above written,

signed, sealed and delivered in presence of,

Geo. W. McCollom

Wm. M. Simpson

Charles Stearns

Mary J. Stearns

Seal

Seal

Territory of Kansas Douglas County, SS,
On the eleventh day of June A.D. 1859, before me a Notary public, in and for
said County, came Charles Stearns & Mary J. Stearns to me well known
to the 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 Mary J. Stearns being by me first made acquainted with the content
of said instrument, upon an examination apart from her said husband, ac-
knowledged that she executed the same, and relinquish her dower in the
real estate therein mentioned freely and without compulsion or undue in-
fluence of her said husband,

Wm. M. Simpson Notary Public,

Residence June 11/59 at 11 o'clock Douglas County, Territory of Kansas.

I Geo. W. Stearns the mortgage named in the mortgage on this foregoing page recorded as
per the acknowledgment full satisfaction of the debt secured thereby and in consideration thereof
do hereby discharge this mortgage of record
Geo. W. Stearns
J. C. McGeer Notary Public
May 22, 1863