

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 the sum of sixteen hundred dollars due and payable in one year from the date hereof with interest after maturity until the same is paid at the rate of three percent per month according to the condition of a certain note of hand this day executed and delivered by the said Turner Sampson 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 foreclosing and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Turner Sampson his heirs or assigns. In Witness Whereof, the parties of the first part have hereunto set their hand and seal the day and year first above written

Signed sealed and
delivered in presence of
C. D. Ladd

Turner Sampson *[Seal]*
Eliza M. Sampson *[Seal]*

Territory of Kansas, Douglas County, 33.

On the fifth day of July A.D. 1854, before me a Notary Public, in and for said County, came Turner Sampson and Eliza W. his wife to me personally known to be 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 Eliza W. 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 without compulsion or undue influence of her said husband.

C. D. Ladd,

Notary Public

[Seal] Read forward July 5/54 at 9 1/4 A.M.

Turner Sampson the mortgage named in the deed on this at the present day recorded as hereby release from said mortgage lot number one hundred forty six (126) on Louisiana Street. Witness my hand this Oct. 16, 1855
Attest C. D. Ladd Register
Henry M. Sampson *[Seal]*