

This Indenture, Made this twelfth day of December in the year of our Lord one thousand eight hundred and fifty nine between Henry A. Cutler of Douglas County Kansas Territory of the first part, and George Burt of Douglas County Kansas Territory of the second part, Witnesseth, that the said party of the first part, for and in consideration of the second part, the receipt whereof is hereby acknowledged, doth give, grant, bargain, 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 in the County of Douglas in the Territory of Kansas according to the Survey made by A. D. Beal A. D. 1859 and described as Lot Number Seventy three (73) Vermont Street with all the houses and buildings thereon together with all and singular the hereditaments 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 the sum of one hundred and forty two Dollars (\$142) due and payable one year from the date of this Mortgage and if not paid, when due, then to draw interest at the rate of four per cent interest ^{per month} until paid according to the conditions of a certain promissory note this day executed and delivered by the said Henry A. Cutler of the said party of the first part 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 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 Henry A. Cutler his heirs or assigns.

In Witness Whereof, The party of the first part to these presents has hereunto set his hand and seal the day and year first above written.

Scaled and delivered (over) H. A. Cutler & Seal

I George Burt, the Mortgagee named in the above this page recorded, do hereby acknowledge full satisfaction of said mortgage and the debt thereby secured, Witness my hand this 12th day of January 1861

George Burt

Attest: C. B. Burt, Notary