

C. J. Birman one of the Mortgagees named in this Mortgage hereby
acknowledges satisfaction of the same & delivers up the sum of \$1000.
Witness my hand this 24th day of June 1859. Charles J. Birman

to wit: Lot number Eighteen (18) on Massachu-
setts Street Excepting the building thereon
together with all and singular the hereditaments and
appurtenances thereunto belonging, or in any wise apper-
taining, both in law and equity. This Grant is in-
tended as a Mortgage, to secure the payment of
the sum of Seven Hundred Dollars (\$700.00) and
the interest thereon at the rate of three per cent a month
until paid, on or before the second day of September
A. D. 1858, according to the conditions of a certain prom-
issory note, this day executed and delivered by the said
E. D. Ladd to the said parties of the second part or
their order, and this conveyance shall be void if
such payment be made as herein specified. But if
default be made, in the payment of any part there-
of, as above provided, then it shall be lawful for
the said parties of the second part, their executors,
administrators or 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 money arising from
such sale to retain the amount then due for
principal and interest, together with the cost
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 parties making
such sale, on demand to the said E. D. Ladd
his heirs and assigns.

In Witness Whereof the party of the first part has here-
unto set his hand and seal the day and year first above
written.

E. D. Ladd, ^{ss}

Signed sealed and de-
livered in presence of
Thomas Lorin
Henry Brown

Territory of Kansas } ^{ss}
Douglas County } ^{ss}

On this second day of June in the year