

The following is endorsed on the original instrument
I hereby acknowledge satisfaction in full payment of the entire
mortgage and outlay. Registrar of Deeds to discharge the same given
W. H. Austin.

Recorded Dec 15 1881 at 2 20 P.M.

Attest: J. H. Austin, Registrar of Deeds

The following is endorsed on the original instrument
For value received I hereby transfer and assign to W. H. Austin the
entire mortgage and the debt thereby secured.
J. H. Austin

Recorded Dec 15 1881 at 2 15 P.M.

Attest: J. H. Austin, Registrar of Deeds

This Indenture made this fifth day of January in the year
of our Lord one thousand eight hundred and eighty one between
W. H. Kutz & Kate Sarah K. his wife of Lawrence in the County of
Douglas and State of Kansas of the first part and J. H. Austin of
Lawrence in the County of Douglas and State of Kansas of the second
part:

Witnesseth that the said parties of the first part for and in
consideration of the sum of Twelve hundred and seventy five (\$1275.00)
Dollars to him duly paid the receipt of which is hereby acknowledged
have sold and by these presents do grant bargain sell and
mortgage to the said party of the second part his heirs and
assigns forever all that tract or parcel of land situate in the
County of Douglas and State of Kansas described as follows, to wit:
The north half of Lot eighty five (85) on Massachusetts
Street in the City of Lawrence State of Kansas with the
appurtenances and all the estate title and interest of the said
parties of the first part therein. This grant is intended as a
Mortgage to secure the payment of the sum of Twelve hundred
+ seventy five (\$1275.00) Dollars according to the terms of one
certain promissory note of even date herewith due and
payable in one year after date with eight (8) per cent
interest from date reserving the privilege of making pay-
ments in part or all at any time before maturity. And
this conveyance shall be void if such payment be made as
is herein specified But if default be made in said payment
or any part thereof as provided then this conveyance shall
become absolute and it shall be lawful for 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 and also
for statutory damages in case of default together with
the costs and charges of making such sale and per cent
on the amount secured by this mortgage as a reasonable
attorney's fee for foreclosure hereof and the surplus if
any there be shall be paid by the party making such
sale to the said W. H. Kutz his heirs or assigns.

In Witness Whereof the said parties of the first part
have hereunto set their hands and seals the day and year
last above written.

W. H. Kutz and
Kate Sarah K. Kutz