

This Indenture made this first day of February in the year of our Lord one thousand eight hundred and eighty between James C. Richardson of in the county of Douglas and State of Kansas of the first part and Edward P. Parks of Frammingham in the county of Middlesex and State of Massachusetts of the second part:

Witnesseth that the said party of the first part for and in consideration of the sum of Three hundred Dollars to him duly paid the receipt of which is hereby acknowledged have sold and by their 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 east one half (E 1/2) of the north east quarter (N.E. 1/4) of Section twenty four (Sec. 24) Township Thirteen (Twp. 13) Range Seventeen (Rnge. 17) with the appurtenances and all the estate title and interest of the said party of the first part therein. This Grant is intended as a mortgage to secure the payment of the sum of Three hundred dollars according to the terms of three certain promissory notes of even date herewith to wit: No. 1 is for One hundred dollars payable in one year with interest at seven per ct., No. 2 is for one hundred dollars payable in two years with 7 per ct int and No. 3 is for One hundred dollars payable in three years with interest at seven per ct. the party of the first part agrees not to allow the timber to be removed from said land during the continuance of this obligation. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or the same remain unpaid after the same becomes due 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 executor administrator 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 protest together with the costs and charges of making such sale and per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said James Richardson his heirs or assigns: And for the said consideration the said party of the first part hereby waives appraisement of said real estate. In Witness Whereof the said party of the first part has hereunto set hand and seal the day and year last above

The following is endorsed on original Instrument
The within mortgage is fully paid and satisfied and I
authorize its discharge of record

Edward P. Parks

Recorded February 2^d 1883 at 5.30 P.M.

City Record Register of deeds