

of Kansas described as follows to wit, The north two thirds of Lot number (44) one hundred and forty four on Rhode Island Street in the City of Lawrence beginning at the North West corner of said Lot 144 thence along the West line of said Lot Southwardly  $33\frac{33}{100}$  feet thence extending back eastwardly between the North line of said Lot 144 and a line parallel thereto and  $33\frac{33}{100}$  feet distant therefrom to the east line of said Lot with the appurtenances and all the estate title and interest of the said parties of the first part therein, And the said grantors do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible <sup>estate of</sup> inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances This Grant is intended as a mortgage to secure the payment of the sum of Three Hundred dollars payable in one year from the date hereof with interest from date at the rate of six per cent per annum, to the order of said Estate Payment according to the terms of a certain promissory note this day executed and delivered by the said B. J. Horton 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 such payment or any part thereof or interest thereon or the taxes or of the insurance is not kept thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part her 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 <sup>and</sup> and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale or demand to the said S. Virginia Horton her heirs and assigns

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

S. Virginia Horton {<sup>seal</sup>  
Benjamin J. Horton {<sup>seal</sup>

State of Kansas  
County of Douglas }<sup>ss</sup>

Be it Remanded that on this third day

The following is enclosed in the original instrument  
This mortgage has been fully satisfied and the record will please cancel it of record.  
J. W. Grahman,  
Catt. of the Geol. Survey  
H. G. Brinkstone.

Register of Deeds

Recorded July 1<sup>st</sup> 1881. 10 o'clock A.M.  
C. C. Brown  
Commissioner of Deeds