

The debt hereby secured having been paid in full I acknowledge full satisfaction of this mortgage this 1st day of February A.D. 1887

Augusta Mack

This Indenture Made this 3<sup>d</sup> day of March in the year of our Lord one thousand eight hundred and eighty one between C. H. Brett and Mary J Brett his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Augusta Mack of same place of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Seven Hundred<sup>and</sup> fifty Dollars to them 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 her heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit Lot No. ninety six (96), on Rhode Island Street in the City of Lawrence according to the plat of said City on file<sup>and</sup> recorded in the office of the Register of Deeds in and for said County, with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and purged of a good and indefeasible estate of inheritance therein free and clear of all incumbrances This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred<sup>and</sup> fifty Dollars according to the terms of the certain promissory note this day executed by the said C. H. Brett to the said party of the second part conditioned to pay said sum of \$750. in one (1) year from date with interest from date until paid at the rate of Eight (8) per cent per annum the same being for part purchase money of said premises 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 or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be 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 appraisement hereby waived or not at the option of the party of the second part her executors administrators or assigns 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 reasonable attorneys fee for fore-closure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the overplus if any there be shall be paid by the party making such sale on

Register of Deeds

Attest  
C. H. Thompson