

and one hundred and sixty-three (63) on New York Street in the City of Lawrence. Also lots numbered one hundred and forty seven (47) one hundred and forty nine (49) and the north half (1/2) of one hundred and fifty one (51) on Rhode Island Street in the City of Lawrence.

To have and to hold the same Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forna: and said parties of the first part hereby covenant that they are this day the owners of said premises that the same are free from all encumbrance and that they will warrant and defend the same to the grantee his heirs and assigns forna.

Provided always and these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered ten promissory notes in writing to said party of the second part payable at the Banking House of John D. Connor & Co. Topeka Kansas bearing date June 23rd 1881 two interest notes for \$3⁰⁰ each one due in six months after date and one coming due at the end of each succeeding six months thereafter up to the maturity of the last note; and all said notes bear 12 per cent interest after due until paid. Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and assigns said sums of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same and shall pay all taxes and assessments which are or may be levied and assessed against said premises or any part thereof and shall keep the buildings and fences on said premises in good repair and refrain from cutting and removing wood and timber from said premises and from the commission of waste then these presents shall be void and otherwise shall remain in full force and effect. But if any of said notes or any part thereof or any interest thereon is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same become due and payable then all of said notes and interest thereon shall and by these presents do become immediately due and payable if the holder hereof so elect without notice. Upon default of the above covenants and conditions or any or either of them the party of the second part his heirs and assigns shall be entitled to the immediate possession of said premises and to the rents issues and profits of the same.

In case of foreclosure of this mortgage said real estate shall be sold with or without appraisement as the holder hereof may elect.

In Witness Whereof the said parties of the first part

The following is endorsed on original
The amount secured by this mortgage
has been paid in full and the same
is hereby cancelled this 28th day of May 1883
John D. Connor

Recorded May 21st 1883 at 9:20 am
Office of Wm. McK. Rye, Recorder