

This Indenture made the 23<sup>rd</sup> day of July in the year of our Lord one thousand eight hundred and eighty one between Mary J. McCallough and her husband James P. McCallough of Lawrence in the County of Douglas and State of Kansas of the first part and L. W. E. Griffith of the same place of the second part:

Witnesseth that the said parties of the first part for and in consideration of the sum of Fifteen hundred 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 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: Lot No one hundred and fifty two (152) on Louisiana street Lot No eighty four (84) on Vermont Street Lot No One (1) in Block three (3) in South Lawrence; and lots Nos. eighty one (81) and eighty three (83) on Massachusetts Street all the City of Lawrence in said County and State, with the appurtenances and all the estate both 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 fifteen hundred Dollars according to the terms of a certain promissory note of even date herewith executed by the said party of the first part Mary J. McCallough to the said party of the second part payable on the fifteenth day of September A.D. 1881 with interest at rate of ten per cent. per annum after maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment 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 money raising 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 Mary J. McCallough her heirs or assigns and for the said consideration the said parties of the first part hereby waive appraisalment of said real estate.

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

igned Sealed and Delivered in the Presence of }  
 R. B. Garrison } Mary J. McCallough  
 } James P. McCallough

The debt secured by the Mortgage recorded on this page has been paid & canceled, and I hereby release and discharge this Mortgage, this October 1, 1881. L. W. E. Griffith

Attest: My hand and seal of office this 10th day of October 1881. Register of Deeds