

The following is endorsed on the original instrument
 Henry Rusech of Reno Nevada "hear by Acknowledges Principal
 and interest Paid" Henry Rusech
 Recorded Sept. 1st 1883 at 2:20 PM
 Off. of Hornsblod Registrar of records

This Indenture, Made this 2nd day of August in the year of our Lord one thousand eight hundred and eighty one between James Bennett and Mary Bennett his wife of Lawrence in the County of Douglas^{1st} State of Kansas of the first part^{1st} Henry Rusech of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred Dollars to them duly paid the receipt of which is hereby acknowledged has sold and by these presents does 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 situated in the County of Douglas^{1st} State of Kansas described as follows to wit Lot One Hundred and fifty five (155) on Commercial Street in the City of Lawrence, with the appurtenances^{1st} and all the estate title and interest of the said parties of the first part therein

And the said James Bennett does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free^{1st} clear of all incumbrances, This Grant is intended as a mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said James Bennett to the said Henry Rusech Payable at — as follows to wit, One hundred dollars on the second day of August 1882.

with interest thereon at the rate of ten per cent per annum to the said party of the second part and this conveyance shall be void if such payment be made as is herein specified. But if default be made in such 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 become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time hereafter 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 his executors, administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs^{1st} and charges of making such sale^{1st} and the overplus if any then be shall be paid by the party making such sale on demand to the said James Bennett heirs or assigns