

The following is inclosed in the original instrument,
 State of Missouri }
 County of Jackson } Mary H. Gunn owner of the within described note hereby acknowledge
 the full payment of said note with interest and assigns the mortgage to be and collect of need after
 30th day of September 1882.
 In Presence of: C. B. Gunn

This Indenture made this first day of October in the year of our Lord one thousand eight hundred and eighty one between Beretta M. Akers (widow) of Lawrence in the County of Douglas and State of Kansas of the first part and Mary H. Gunn of Kansas City Missouri of the second part:

Witnesseth that the said party of the first part in consideration of the sum of Four Hundred Dollars to her 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 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 12 One hundred and twenty (120) on Tennessee Street in the City of Lawrence in the County and State aforesaid, according to the plat of said City with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted and seized 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 Four Hundred Dollars in one year from date with interest thereon at Eight per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said party of the first part 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 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 her executor administrator 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 executor administrator or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with taxes and charges of making such sale and a reasonable attorney fee for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand to the said Beretta M. Akers her heirs or assigns.

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year last above written.

Beretta M. Akers

State of Kansas, Douglas County ss.

Be it remembered that on this first day of October A.D. 1881 before me as Notary Public in and for said County and State came Beretta M. Akers (widow) to me personally known to be the