

Assigned in Book 3 Page 369.

The following is endorsed on original instrument

County acknowledging the receipt of the money loaned by the within mortgage and as
 being the property of said county, Kansas to wit upon the margin of the same a full release to same
 dated May 22^d 1882

State of Kansas Shawnee County ss. Be it remembered that on this 22 day of May A.D. 1882 before me the undersigned a Notary Public
 in and for the County of Shawnee State of Kansas came C. M. Shults who is personally known to me of the same person who executed the within instrument
 if writing and first party has duly acknowledged the execution of the same. The Notary Henry D. Hays regarding the first party
 appeared my Notary Public at the day and year last above written.
 W. C. Campbell Notary Public
 Commission Expires May 15th 1885

This Indenture made the twentieth day of October in the year
 of our Lord one thousand eight hundred and eighty one between
 Theodore Hadley an unmarried man of Lawrence in the County of
 Douglas and State of Kansas of the first part and Sarah C. Hadley
 of Lawrence in the County of Douglas and State of Kansas of the second
 parts:

Witnesseth that the said party of the first part for and in consideration
 of the sum of Twelve Hundred Dollars to him 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 situate in the
 County of Douglas and State of Kansas described as follows to wit:
 Beginning in Centre of Henry street paved east from the City of Lawrence
 450 feet East of its intersection with West line of Lot (1) one Sec. 31
 Township 12 Range 20 thence east 256 1/2 feet thence South 241 feet
 thence West 178 feet thence north 15° 45' West 275 feet to the place
 of beginning in Lot One (1) with the appurtenances and all the
 estate title and interest of the said party of the first part therein.

This Grant is intended as a Mortgage to secure the payment of
 the sum of Twelve Hundred Dollars according to the terms of two
 certain promissory notes of even date herewith executed by said Theodore
 Hadley to Sarah C. Hadley and payable in one and two years bearing
 interest at 8 per cent per annum. 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 as provided then
 this conveyance shall become absolute and it shall be lawful for
 said parties 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 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
 and to foreclose 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
 of any there be shall be paid by the party making such sale
 to the said — heirs or assigns, and for the said
 consideration the said party of the first part hereby waives
 appraisalment of said real estate.

In Witness Whereof the said party of the first part has
 signed at his hand and seal the day and year last above written.

Theodore H. Hadley

State of Kansas }
 County of Douglas }

Be it remembered that on the twentieth day of
 October A.D. 1881 before me as Notary Public in and for said
 County and State came Theodore Hadley to me personally known to

Recorded
 June 30th 1882
 \$1000.00
 Paid to C. M. Shults