

This Indenture made this 24 day of October 1881 between Jacob W. Break, of Buena Vista, Break his wife, of Douglas County in the State of Kansas of the first part and Arthur Little in the State of West Virginia of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Two thousand Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto the said party of the second part his heirs and assigns all the following described real estate situated in the County of Douglas and State of Kansas to wit: Lot number Sixty four (64) Sixty six (66) and Sixty eight (68) in New York Street in the City of Lawrence.

Do have and to hold the same together with all and singular the tenements hereditaments and appurtenances therunto belonging or in anywise appertaining unto the said parties of the first part their heirs and assigns that they are this day the owners of said premises that the same are free from all incumbrance and that they will warrant and defend the same to the grantee his heirs and assigns forever.

Provided, Altho and these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered their promissory notes in writing to said party of the second part payable at the Banking House of John D. Woor & Co. of Topeka Kansas bearing date October 24th 1881. and principal note for \$2000. due in five years after date and ten interest notes for \$50. 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 principal 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 pay the premiums for the amount of insurance hereinafter specified 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 other 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 is not paid when the same is due or if the taxes and assessments of any nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same becomes 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 elects without notice. Said parties of the first part agree to keep the buildings upon said premises insured until all said notes are paid in as reliable insurance company

The following is endorsed on the original instrument

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 6th day of April 1885

Arthur Little

April 22^d 1885 at 1:30 PM

Chas. Hornumold Register of Deeds

Recorded