

The foregoing is endorsed on original instrument  
 Lawrence June 15<sup>th</sup> 1887  
 The within mortgage is paid and is with discharged  
 Sarah C. Adams  
 Recorded June 19<sup>th</sup> 1887 at 9 30 am.  
 Atty Womnells  
 Register of Deeds

to beginning 51 acres 112 poles with the appurtenances and all the estate title and interest of the said parties of the first part therein

And the said Charles B. Smith 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 and clear of all incumbrances. This grant is intended as a Mortgage to secure the payment of the sum of seven hundred and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Charles B. Smith to the said Sarah C. Adams payable at Lawrence Kansas as follows to wit sixty dollars on the 17<sup>th</sup> day of December 1882. Sixty dollars on the 17<sup>th</sup> day of December 1883. Sixty dollars on the 17<sup>th</sup> day of December 1884. Eight hundred and ten dollars on the 17<sup>th</sup> day of December 1885 with interest thereon at eight per cent 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 executors administrators 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 executors administrators or assigns and out of all the money arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and a reasonable attorney's fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand to the said Charles B. Smith his heirs or assigns.

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

Chas. B. Smith      { Seal }  
 Eliza Smith        { Seal }

State of Kansas  
 County of Douglas }<sup>ss.</sup>

Be it remembered That on this