

The following is enclosed in Original Testament No. 91897.
 I hereby acknowledge full satisfaction & payment of the Mortgage
 given by David G. Swain
 Executor of Last Will & Testament of David G. Swain
 Mary Swain Thompson, sole heir

This Indenture made this 15th day of September in the year of our Lord one thousand eight hundred and eighty five between A. H. Foote (a single man) of the City of Lawrence in the County of Douglas and State of Kansas of the first part and D. G. Swain of the second part;

Witnesseth, That the said party of the first part in consideration of the sum of Ten Hundred (\$1000.00) 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 his 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 numbered One Hundred and seven (107) and the South half of Lot numbered One Hundred and five (105) on New Hampshire Street in the City of Lawrence in said County and State, with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said A. H. Foote 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 Ten Hundred Dollars (\$1000.00) due on or before three years after date with seven per cent interest payable annually according to the terms of one certain promissory note this day executed and delivered by the said A. H. Foote 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 his 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 and out of all the moneys 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 the surplus if any there be shall be paid by

Recorded Nov 21, 1897, Council Bluffs, Iowa