

This Mortgage and the debt thereby secured
have been fully paid & satisfied.

attest:

R. S. Horton, Deputy Register of Deeds

Sept 21, 1887

J. C. Banta,

This Indenture, Made this 28th day of June in the year of our Lord, one thousand eight hundred and eighty seven between James Regart of Belvoir in the County of Douglas and State of Kansas, of the first part and J. C. Banta of the second part;

Witnesseth, That the said party of the first part, in consideration of the sum of Four 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, 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:

All of Lot Four (4) and the South forty (40) feet of Lot Three (3) in Block Fifteen (15) Lane Place Addition in the City of Lawrence, County and State aforesaid 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 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 except a mortgage in favor of Caroline Houghtellin given to secure payment of \$700

This Grant is intended as a mortgage to secure the payment of the sum of Four Hundred dollars balance of purchase money on above lots according to the terms of four certain promissory notes this day executed and delivered by the said James Regart 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 or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain