

division of parts of Additions No six (6) and seven (7) in that part of the City of Lawrence known as North Lawrence in said County and State according to the plat of said subdivision with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Six hundred dollars in five years from date hereof with interest thereon at the rate of ten per cent per annum payable semi-annually according to the terms of one certain promissory note this day executed and delivered by the said above named Trustee to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But in 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 executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount thereof due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said above named trustee or his successors and assigns.

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

Signed, sealed and delivered in presence of

Wm. H. Hovell

Jos. C. Riggs

John ^{his} Corporal [Real]

Daniel ^{his} Barber [Real]

Ambrose ^{his} Williams [Real]

Alfred Moore [Real]

John ^{his} Fishback [Real]

State of Kansas }
Douglas County } ss.

The following is indexed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged
Attest: My hand and seal of office this 1st day of March 1880
Notary M. Hovell