

This Indenture, Made this First day of February, in the year of our Lord one thousand eight hundred and eighty Nine between Owen A. Bassett and Josephine E. Bassett husband and wife in the County of Douglas and State of Kansas of the first part, and The Western Farm Mortgage Trust Company of Lawrence, Kansas of the second part:

Witnesseth That the said party of the first part, in consideration of the sum of One Hundred and Fifty Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part, its representatives or 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 One (5) Six (6) Seven (7) and Eight (8) in Block Two (2) in One Addition to the City of Lawrence

to have and to hold the same, together with all the hereunto and appurtenances, and all the estate, title and interest of the said party of the first part therein forever.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty Dollars, according to the terms of four notes of even date herewith, this day executed and delivered by the said party of the first part to the said party of the second part, payable at the Third National Bank in New York City, as follows, to-wit:

Thirty Seven ⁰⁰/₁₀₀ Dollars on the first day of August 1877

Thirty Seven ⁰⁰/₁₀₀ Dollars on the first day of February 1878, and

Thirty Seven ⁰⁰/₁₀₀ Dollars on the first day of August 1878, and

Thirty Seven ⁰⁰/₁₀₀ Dollars on Feb. 1, 1879, and this conveyance shall be void

if such payment be made as herein specified. But if default be made in such payment, or in any part thereof, or any interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole sum shall become due and payable at the option of the party of the second part, and the said party of the first part hereby authorize and fully empower the said party of the second part, its representatives or 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 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 any money advanced for the payment of taxes or other liens, and a reasonable sum as attorney's fees for foreclosure of this mortgage, the said fees to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, their heirs or assigns.