

State of Kansas Douglas County, ss.

Be it remembered That on this 31st day of October A.D. 1882 before me a Notary Public in and for said County and State came Humphrey W. Willett and Benjamin C. Willett his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on this day and year last above written.

(S)

C. E. Goodale

Commission expires Jan'y 17th 1885.

Notary Public.

Recorded December 2nd 1882 at 9th O'clock A.M.

W. H. H. H.

Register of Deeds.

This Indenture Made this first day of December in the year of our Lord one thousand eight hundred and eighty two between St. J. Duke of Lawrence in the County of Douglas and State of Kansas of the first part and J. S. Roberts of the second part:

Witnesseth That the said party of the first part in consideration of the sum of One Thousand Dollars to him duly paid the receipt of which is hereby acknowledged, has sold and by these presents do 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 number fifty seven (57) on Connecticut Street in the City of Lawrence County ^{ss} State aforesaid with the appurtenances and all the estate title and interest of the said party of the first part therein. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of 13 certain promissory notes bearing date as this instrument.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided, then this conveyance shall become absolute 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; and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and ten per cent on the amount secured by this mortgage as a reasonable attorney's fee for foreclosure hereof and

The debt hereby secured having been paid I acknowledge full satisfaction of the same and discharge the same of record this 8th day of May A.D. 1883
 J. S. Roberts
 attest
 W. H. H. H.
 Register of Deeds