

ances and all the estate title and interest of the said parties of the first part therein. And the said Josephine Saborda does hereby covenant and agree that at the delivery hereof she 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 Two hundred and fifty (\$250.00) Dollars according to the terms of two certain promissory notes this day executed by the said Josephine Saborda to the said parties of the second part: One note of one hundred and twenty five (\$125.00) dollars having date of August - day 1881 and payable in six (6) months after date with interest at eight per cent per annum - One note of one hundred and twenty five (\$125.00) Dollars having date August - day 1881 payable in twelve (12) months after date with interest at eight per cent per annum. And this conveyance shall be void if such payment be made as is therein specified. But if default be made in such payment or any part thereof or interest thereon or the same or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be due and payable and it shall be lawful for said parties of the second part their 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 parties of the second part their executors administrators or assigns and out of all the money 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 reasonable attorneys fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the parties making such sale on demand to the said Josephine Saborda her heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set her hand and seal the day and year last above written.

Josephine Saborda *[Signature]*

Signed Sealed and Delivered in the Presence of
Frank Celina

State of Kansas } ss.
County of Douglas }

Be it Remembered That on this 2nd day of August - A. D. 1881 before me Solon T. Williams in and for said County and State came Josephine Saborda to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my

The following is inserted on the original instrument:
Lawrence Dec. 12th 1882.
The within note secured by the within mortgage having been paid off in full
we hereby satisfy said within mortgage.
Recorded December 21st 1882 at 3.00 o'clock P.M.
J. W. Greer
Geo. Barker
Register of Deeds
City of Lawrence