

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: The North two thirds ($\frac{2}{3}$) of the South three fifths ($\frac{3}{5}$) of Lot number Ninety (90) on Massachusetts Street in the city of Lawrence County of Douglas and State of Kansas with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said George F. Eche 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 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 Seven Hundred Dollars (\$700 ⁰⁰) on or before December 14th 1885 with interest at the rate of Eight (8) per cent per annum payable semiannually both principal and interest being payable at the National Bank of Lawrence Kansas according to the terms of One certain promissory note this day executed and delivered by the said George F. Eche, F. J. Eche and Josephine Eche 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 sale, to retain the amount then due for principal and interest together with the costs and charges of making such sale, and the surplus, if any there be shall be paid

B. J. Horton, Register of Deeds
By W. S. Horton, Deputy

Recorded August 22, 1887

The following is indorsed on the original instrument
This Mortgage and the note thereby secured,
have been fully paid and satisfied, August 22 1887
Aaron C. Blatter