

grant, bargain, sell and mortgage to the said party of the second part her 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: Lots Number Eighty six (86) Eighty eight (88) and the North Three fourths ($\frac{3}{4}$) of Ninety (90) Rhode Island Street in the City of Lawrence State and County aforesaid with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Asenath Bailey 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 Seventeen Hundred $\frac{10}{12}$ Dollars payable One year from date at The National Bank of Lawrence Kansas with interest at the rate of Eight per cent per annum according to the terms of One certain promissory note this day executed and delivered by the said Asenath Bailey and Daniel H. Bailey 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 her 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 her 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 by the party making such sale on demand, to the said party of the first part or her heirs and assigns.

The following is indorsed on the original instrument
The note secured by this mortgage having been paid in full,
this mortgage is hereby discharged & satisfied
Jan 13 / 15

Recorded Dec 30, 1856
B. J. Brown

Received Dec 30, 1856
Asenath Bailey