

The following is indexed on the original instrument -

Samuel Kansas June 29th 1888

The within mortgage and note secured thereby are paid

& satisfied in full received B. B. Power Jan

Recorded June 29th 1888

J. S. Nelson

Approved by the

Record of Deeds

The following is indexed on the original instrument

Kansas No July 7/86

I hereby assign all my right and title to within mortgage

to B. B. Power

Recorded Feb 2, 1887

Jacob Kilworth

Witnesseth That the said parties of the first part in consid-
eration of the sum of Twelve Hundred Dollars to them duly
paid the receipt of which is hereby acknowledged have 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 numbers (140) One Hundred and forty and (142) One
Hundred and forty two on Tennessee Street in the City of
Lawrence with the appurtenances and all the estate title and
interest of the said parties of the first part therein.

And the said De Forrest Bigelow and Cassius A. Bigelow
do hereby covenant and agree that at the delivery hereof
they are the lawful owners 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 pay-
ment of the sum of Twelve Hundred Dollars according to the
terms of two certain promissory notes this day executed by the
said De Forrest Bigelow and Cassius A. Bigelow to the said
party of the second part: of even date herewith for six
hundred dollars each and payable to the order of said Jacob
Kilworth two years after date with interest from date at
the rate of ten per cent per annum payable annually.

And this conveyance shall be void if such payment be
made as is herein specified. But if default be made in such
payment or any part thereof or interest thereon or the loan
or if the insurance is not kept up thereon then this con-
veyance shall become absolute and the whole shall be 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; and also for statutory
damages in case of protest 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 De Forrest Bigelow and Cassius A. Bigelow their