

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 ~~the~~ payment of the sum of Six Hundred and thirty six (\$36) Dollars according to the terms of one certain promissory note this day executed by the said Jacob H. Fetherolf and Mary A. Fetherolf to the said party of the second part; of which note the following is a copy to wit:

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Lawrence Mass. January 7th 1885

Six months after date we promise to pay to the order of L. P. Dunn Six Hundred and thirty six Dollars at the Douglas County Bank of Lawrence with interest at 12 per cent per annum after maturity until paid For value received This note being secured by a mortgage of even date herewith on Lot 72 New Hampshire Street Lawrence all appraisement & day law is hereby expressly waived.

Jacob H. Fetherolf
Mary A. Fetherolf

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 taxes 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 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 & 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 overplus if any there be shall be paid by the party making such sale on demand to the said Jacob H. Fetherolf and Mary A. Fetherolf their heirs and assigns.

In Witness Whereof The said parties of the first part have herewith set their hands and seals the day and year last above written.

Signed Sealed & Delivered in the Presence of } Jacob H. Fetherolf
J. C. Clark } Mary A. Fetherolf