

on the original instrument is the following
"The note herein described having been paid in full this mortgage is
hereby released and the herein stated covenants are discharged.
Witness my hand this 13th day of January A. D. 1885
J. H. Holmes
J. H. Holmes
Recorded Jan'y 23^d 1886. 2 P. M.
J. H. Holmes
J. H. Holmes

This Indenture made this 24th day of December in the
year of our Lord one thousand eight hundred and eighty between
John Turst (being of lawful age) of the County of — and State
of Colorado of the first part and Henry Jay of Conn of the
second part
Witnesseth That the party of the first part in consideration
of the sum of Three Hundred and fifty Dollars to him in hand
paid the receipt whereof is hereby acknowledged has sold and by
these presents does grant bargain sell and convey to the said
party of the second part his heirs and assigns forever the following
tract or parcel of land situated in the County of Douglas and State
of Kansas described as follows to wit The East half of the North
West quarter and North half of the South West quarter of the
North West quarter of Section Thirteen (13) in Township Thirteen
(13) of Range Twenty (xx) This mortgage is made to secure a
part of purchase money — with the appurtenances and all the
estate title and interest of the said party of the first part therein.
And the said party of the first part 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 and indefeasible
estate of inheritance free and clear of all incumbrances that he
has good right to sell and convey said premises and that he
will Warrant^{ed} defend the same against the lawful claims of all
persons. This Grant is intended as a mortgage to secure the
payment of the sum of Three Hundred & fifty Dollars and
interest thereon according to the terms of one certain mortgage
note and — interest notes or coupons this day executed by the
said John Turst to Gilbert & Jay to wit, Note No 1 for
three hundred & fifty Dollars due December 31st 1883, all dated
Dec. 24 1880 payable to Gilbert & Jay or order at the Wash-
but National Bank N. Winsted Ct. with interest payable
annually on the first day of January in each year according to
coupons attached to said note The party of the first part further
agrees that he will pay all taxes and assessments upon the said
premises before they shall become delinquent
Now if such payments be made as herein specified this con-
veyance shall be void and shall be released upon demand of
the party of the first part but if default be made in the pay-
ment of said principal sum or any part thereof or any
interest thereon or of said taxes or assessments as pro-
vided then this conveyance shall become absolute and the
whole of said principal and interest shall immediately
become due and payable and in case of such default of any