

This Indenture made this 25th day of February in the year of our Lord one thousand eight hundred and eighty one between Thomas Dyer of and in the county of Douglas and State of — of the first part and Henry C. Russell of the second part:

Witnesseth that the said party of the first part in consideration of the sum of Fourteen hundred Dollars to him 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: South west quarter of Section Twelve (12) Township Fifteen (15) of Range Nineteen (19) east, containing 159 acres being the same land purchased of the said Henry C. Russell and conveyed to me this date by W. H. & Griffith & wife and this mortgage is given to secure the balance due on the purchase money of the said grantor herein with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Thomas Dyer 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 therein and with Warant and Defend the same, and that the same is free and clear of all incumbrances. This grant is intended as a mortgage to secure the payment of the sum of Fourteen hundred dollars. One hundred and fifty due March 1st 1882, and two hundred and fifty due every year thereafter until all paid, with interest at 7 percent for which coupons are attached according to the terms of six certain notes with coupons attached this day executed and delivered by the said Thomas Dyer 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 is not kept 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 on demand to the said Thomas Dyer his heirs and assigns.

For Witness Of hereof the said party of the first part has

The following is inclosed in the original instrument.

Jan. 1882

This has been described having been paid in full the mortgage is hereby discharged.

Recorded January 28th 1882 at 2²⁰ O'clock P.M.

Register of Deeds

W. H. & Griffith