

This Indenture made this 18th day of March in the year of our Lord one thousand eight hundred and eighty one between John Horrell and Susan L. his wife, and Nathan Horrell and Sallie C. his wife, being of lawful age of the County of Douglas and State of Kansas of the first part and Nathaniel Myrick of the second part.

Witnesseth that the party of the first part in consideration of the sum of Three hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do 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: South East quarter of Section thirty three (33) Township Twentieth (20) of Range Thirteenth (13) East, 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 do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance their free and clear of all incumbrances that they have good right to sell and convey said premises and that they will Warrant and 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 Dollars and interest thereon according to the terms of One certain mortgage note and ten interest notes or coupons this day executed by the said John + Nathan Horrell to wit: Note No. 1 for Three hundred Dollars due April 1st 1886, dated March 18, 1881 payable to Nathaniel Myrick, or order at Merchants Bank Lawrence Kas. with Ex. with interest payable semi-annually on the first day of April and October in each year according to coupons attached to said note. The party of the first part further agree that they 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 conveyance shall be void and shall be released upon demand of the part of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided 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 sum covenanted to be paid for the period of ten days after the same becomes due the said first parties to pay to said second party and his assigns interest at the rate of twelve per cent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of 12 per cent. but the party of the second part may pay any unpaid taxes charged against said property and may recover for all such payments

The following is a correct copy of original Indenture. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Nathaniel Myrick
James B. Brooks
April 4, 1881 at 4 o'clock P.M.
Recorded April 4, 1881 at 4 o'clock P.M.
at Lawrence, Kas.
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