

The following is indorsed on the original instrument:

Apr. 6. 1883.

Received payment in full of the within mortgage

Recorded April 20th 1883 at 1st O'clock P.M.

John Kilgus
By Geo. H. Lusk, agt.

Register of Deeds

Witnessed

This Indenture, Made this 1st day of April in the year of our Lord one thousand eight hundred and eighty-one between John Howard and Adelaide M Howard of Clinton in the County of Douglas and State of Kansas of the first part and John Gibson of Rygate in the County of ----- and State of Vermont of the second part; Witnesseth, That the said party of the first part, for and in consideration of the sum of One hundred and fifty Dollars to him duly paid the receipt of which is hereby acknowledged, have sold and by these presents do grant bargain, sell and mortgage to the said parties of the second part, his heirs and assigns forever, all that tract or parcel of land situate in the County of Douglas 2^d State of Kansas described as follows to-wit: The East One Hundred acres of the North East Quarter of Section Thirty Four (34) in Township Thirteen (13) Range Eighteen (18) with the appurtenances, and all the estate, title and interest of the said party of the first part therein. This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty Dollars, according to the terms of a certain note, in favor of the said John Gibson, for One Hundred and Fifty Dollars, dated April first 1881, and due one year from date.

And this indenture shall be void if such payment be made as is herein specified. But if default be made in said payment, or any part thereof, as provided, then this indenture shall become absolute, and it shall be lawful for said party of the second part, his executors, administrators and assigns, one year thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, 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 5 per cent on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure, thereof, and the surplus, if any there be, shall be paid by the party making such sale, to the said John Howard his heirs and assigns, and for the said consideration, the said party of the first part hereby waive a prepayment of said real estate.

In Witness Whereof, The said parties of the first part, have hereunto set his hand and seal the day and year last above written, John Howard
Adelaide M. Howard