Partial Release at Page 52 Mort. Book 4

The following is indorsed on the original instrument;
Topeka Kans. May 26th 1883.
In consideration of the execution of a mortgage covering other property to secure the within described note this mortgage is released and the Register of Deeds of Douglas County is authorized to discharge the same of record.
J. K. Smith
Recorded May 28th 1883 at 12 30 O'clock P.M.
W A Ormsted Register of Deeds.

This Indenture made this first day of September A.D. 1881 between Mary J. McCullough and Genas B. McCullough her husband of Douglas County in the State of Kansas of the first part and J. K. Smith of Shawnee County in the State of Kansas of the second part.

Witnesseth that said parties of the first part in consideration of the sum of One thousand Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto said party of the second part his heirs and assigns all the following described Real Estate situated in the County of Douglas and State of Kansas to wit: Lot No. One (1) in Block No. Three (3) in South Lawrence. Also Lots numbered Eighty one (81) and Eighty three (83) on Massachusetts Street. Also Lots numbered eighty four (84) and one hundred and fourteen (114) on Vermont Street. Also Lot No. One hundred and three (103) and the North Thirty five (35) feet off of Lot No. One hundred and five (105) on New Hampshire Street. Also Lot No. One hundred and fifty two (152) on Louisiana Street all the City of Lawrence. To have and to hold the same, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

Provided Always and these presents are upon this express condition that whereas said Mary J. McCullough and Genas B. McCullough have this day executed and delivered one certain promissory note to said party of the second part for the sum of One thousand dollars having even date herewith payable at the office of The Kansas Loan & Trust Company Topeka Kansas in equal installment of One hundred Dollars each, the first installment payable on the first day of March 1882 the second installment on the First day of September 1882 and one installment on the first days of March and September in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof then all unpaid installments shall become immediately due and payable at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of twelve per cent per annum from the date of said note until fully paid. All appraisement and Stay laws waived.

Now, if said Mary J. McCullough and Genas B. McCullough shall pay or caused to be paid to said party of the second part his heirs and assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same; then these presents shall be wholly discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable then the whole of said sum