

The following is indorsed on the original instrument.
 The note herein described having been paid in full this mortgage is hereby released
 and the lien thereby created discharged. As witness my hand this 28th day of Sept. A.D. 1885
 M. J. Byers.

Recorded Sept. 29th 1885 at 11 O'clock A.M.
 W. L. Hornsfield
 Register of Deeds.
 By Belle Buckle
 Deputy

This Indenture makes this first day of October in the year of our Lord one thousand eight hundred and eighty eight one between
 R. B. Johnston a single unmarried man of Lawrence (being of lawful age) of the County of Douglas and State of Kansas of the first part and
 M. J. Byers of Lawrence in said county and State of the second part;
 Witnesseth that the party of the first part in consideration of the sum of Six hundred 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 tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: The N. East one fourth of the South East one fourth of Section Twenty nine (29) Township Thirteen (13) + Range Twenty one (21) 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 that he has good and indefeasible estate of inheritance therein free and clear of all incumbrances; that he has good right to sell and convey the premises and that he 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 Six hundred (\$600.00) dollars and interest thereon according to the terms of a certain mortgage note and coupons interest notes attached this day executed by the said R. B. + J. W. Johnston to wit: Note No. 1 for Six hundred Dollars due October first 1884, all dated October 1st 1881 payable to — or order at the — with interest payable annually on the first day of October in each year according to coupons attached to said note. The party of the first part further agree that he will will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved insurance company payable in case loss to the mortgagee or assignee and delivery the policy to the mortgagee as collateral security hereof.

Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the party 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 or if default be made in the agreement to insure 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 party agree to pay to said second party and his assigns interest at the rate of 8 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