

The following is indorsed on original Instrument
I hereby acknowledge full satisfaction of the within Mortgage and
authorize the Register of Deeds to discharge the same of Record.
November 11 1882

T. W. Rudiger

Recorded November 11 1882 at 10 10 A.M.

Off. J. W. Hornold Register of Deeds

This Indenture made this Fourth day of December in the year of our Lord one thousand eight hundred and eighty-two between Samuel Boyer and Harriett Boyer husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part and F. H. Peppeliger Lawrence Kansas of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Two hundred and fifty Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do 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: The South half of the south half of the South west quarter of the north east quarter of Section number twelve (12) Township number Thirteen (13) Range number nineteen (19) except one and two (1 & 2) acres off of the east end and twenty 20 feet off of the east end with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Samuel Boyer and Harriett Boyer do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein and will warrant 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 Two hundred and seventy-five Dollars according to the terms of our certain note this day executed and delivered by the said Samuel Boyer and Harriett Boyer to the said party of the second part: and the 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 term or if the insurance 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 heirs 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 hereby waived or not at the option of the party of the second part his heirs administrators or assigns; and out of all the moneys arising from such sale to obtain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the parties making such sale or demands to the said Samuel Boyer and Harriett Boyer their heirs and assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness to signature of Harriett Boyer
J. J. Patterson

Samuel Boyer
Harriett Boyer

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