

This Indenture Made this 19th day of December 1881 between Daniel Duck and Polina E. Duck (wife) of Douglas County in the State of Kansas of the first part and L. W. Brightman of the State of New York of the second part

Witnesseth That the said parties of the first part in consideration of the sum of seven hundred and twenty five Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto the 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

The North West fractional Quarter (94) of Section thirty one (31) of Township thirteen (13) of Range eighteen (18) containing one hundred and thirty seven and 7/8 acres more or less

To Have and to Hold the Same Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining to said parties of the first part hereby covenant that they are this day the owners of said premises that the same are free from all encumbrance and that they will warrant and defend the same to the grantee his heirs and assigns forever

Provided Always And these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered seven promissory notes in writing to said party of the second part payable at the Banking House of John D. Harro & Co. Topeka Kansas bearing date December 19th 1881 one principal note for \$725.00 due in three (3) years after date and six (6) interest notes for \$25.00 each one due in six months after date and one coming due at the end of each succeeding six months thereafter up to the maturity of the principal note and all said notes bear 12 per cent. interest after due until paid Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs and assigns said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same and shall pay all taxes and assessments which are or may be levied and assessed against said premises or any part thereof and shall keep the buildings and fences on said premises in good repair and refrain from cutting and removing wood and timber from said premises and from the commission of other waste then these presents shall be void and otherwise shall remain in full force and effect But if any of said notes or any part thereof or any interest thereon is not paid when the same is due or 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

The following is indorsed on the original instrument
The amount secured by this mortgage has been paid in full and the same is hereby cancelled, this 29th day of December 1884
Orville Brightman } Administrators
John W. Brightman } of the estate of
L. W. Brightman } deceased
Recorded January 22d 1885 at 1:50 P.M.
Chas. Hornold Register of Deeds