

The following is indorsed on the original instrument
I hereby acknowledge full payment of the debt secured
by this mortgage from Mrs E. H. Hatty and discharge this
Mortgage of record January 31, 1888
D. C. Phelps
Recorded January 31, 1888 at 4 P.M.

This Indenture made this 20th day of December in the year of our Lord one thousand eight hundred and eighty one between H. N. Phelps, unmarried of Lawrence in the County of Douglas and State of Kansas of the first part and D. C. Phelps of Clyde in the County of Sandusky, and State of Ohio of the second part.

Witnesseth That the said party of the first part for and in consideration of the sum of One Thousand Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does 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; Lot number ten (10), Pinckney St. Lawrence Kansas and County of Douglas, with the appurtenances and all the estate title and interest of the said party of the first part therein

This Grant is intuded as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of a certain promissory note dated December 20th 1881 and reads as follows, Three years after date or before, I promise to pay to the order of D. C. Phelps at Clyde Ohio One Thousand Dollars with eight per cent interest per annum from date until paid

Value Received

And this conveyance 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 conveyance shall become absolute and it shall be lawful for said party of the second part his executors administrators and assigns at any time 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 ——— percent on the amount secured by this mortgage as a reasonable attorney's fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said Wm Phelps heirs or assigns. Witness My hand The said party of the first part has hereunto set his hand and seal the day and year last above written

W. A. Phelps 

State of Kansas, County of Douglas, ss

Be it Remembered That on