

The following is a copy of the original instrument
 now all run by the Parents (Chas. & A. Hays the mortgagee complete
 satisfaction of the debt by the said mortgagee secured and hereby authorized the Register of Deeds of the County of
 to discharge the same of record. In Witness Whereof I have hereunto set my hand at Haverly in the County of
 in the State of Kansas this 3rd day of Sept. A.D. 1883
 W. H. Hays
 In witness whereof I, J. L. Schenck
 do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the County of
 Haverly, Kansas, this 3rd day of September, A.D. 1883.

W. H. Hays

This Indenture Made this 22 day of Oct in the year of our Lord one thousand eight hundred and eighty one by and between W. W. McBandless and Hattie McBandless his wife of the County of Douglas and State of Kansas parties of the first part and A. H. Hays of the County of Douglas and State of Kansas party of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Five Thousand (\$2000) Dollars to him in hand paid the receipt whereof is hereby acknowledged do by these presents grant bargain sell and convey unto the said party of the second part and to his heirs executors administrators and assigns all of a certain parcels of land or real estate situated in the County of Douglas and State of Kansas and more particularly bounded and described as follows to-wit

East forty four and sixty six hundredths (44.66%) acres of the South half and East thirty four & sixty six hundredths (34.66%) acres of the North half of the South East Quarter of Section four (4) Township fifteen (15) Range twenty one (21) Containing Eighty acres more or less to have and to hold the said described premises together with all rights and claims of Homestead Exemptions of the said parties of the first part their heirs executors administrators or assigns therein with all the privileges rights hereditaments and appurtenances to the said premises and Homestead exemption in anywise appertaining and belonging to the only proper use and benefit of the said party of the second part his heirs executors administrators and assigns forever

Provided Nevertheless That these presents are made expressly upon condition as follows to-wit

That Whereas the said W. W. McBandless and Hattie his wife are jointly indebted to the party of the second part in the sum of Five Thousand Dollars according to the tenor and effect of certain promissory notes executed by the said W. W. McBandless and Hattie his wife of even date herewith and

payable one two three & four years after the date thereof to one of the said party of the second part in the sum of said sum of money for value received with interest thereon at the rate of seven per cent per annum from the date of the said promissory notes interest payable annually in each year according to and upon presentation of coupons or interest notes therefor therunto attached but with interest at the rate of twelve per cent per annum on the said notes and the several coupons after the same become due and payable whether by reason of maturity of the