

The following is indorsed on the original instrument.
This mortgage and the debt within mentioned, is fully paid
and satisfied, and hereby released

Emma Kilworth
by Jacob Kilworth, Agent.

Recorded March 29th 1884 at 4:15 O'clock P.M.

W. H. Hornold Register of Deeds

This Indenture Made this 25th day of January in the year of our Lord one thousand eight hundred and eighty two between Victor Eckman unmarried of Lawrence in the County of Douglas and State of Kansas of the first part and Emma Kilworth of the second part

Witnesseth That the said party of the first part in consideration of the sum of (\$200⁰⁰) Two Hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents doth grant bargain sell and mortgage to the said party of the second part her 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

Being the South East quarter of North East quarter of Section (23) twenty three Town (13) thirteen Range (20) twenty and in Cedar Township Douglas County State of Kansas 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 seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances. This Grant is intended as a mortgage to secure the payment of the sum of (\$200⁰⁰) Two Hundred Dollars according to the terms of two certain promissory notes this day executed by the said party of the first part to the said party of the second part And of even date and bearing interest at the rate of ten per cent. per annum interest on the whole to be paid annually this being a part of purchase money

And this 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 time or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be due and payable 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 appraisement hereby waived or not at the option of the party of the second part his executors administrators and assigns 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 costs and charges of making such sale and reasonable attorney's fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any thereon shall be paid by the party making