

The following is endorsed on the original instrument  
 I hereby certify that the note that this mortgage was given to secure is fully paid  
 & the principal of principal of Douglas County - Kansas will release the same on his books  
 of Record Feb. 14 1885

W. C. Howard

Recorded May 7<sup>th</sup> 1885 at 12<sup>10</sup> PM

H. C. Howard Register of Deeds

containing ten acres - Also South half & North Sixty acres of west  
 1/2 of South-East-1/4 Section 4 Town 15 Range 20 containing thirty  
 acres less one acre Rail Road lands - Also the following lots  
 situated in the town of Medina, County of Douglas & State of  
 Kansas as numbered as follows viz lots No 1-2-3-4-5-6-7-8-9-10-11-12-13-14-  
 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-  
 40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

with the the appurtenances and all the estate title and  
 interest of the said parties of the first part therein. This Grant  
 is intended as a Mortgage to secure the payment of the  
 sum of Two Hundred and fifty nine and 00/100 Dollars according  
 to the terms of a certain promissory note as follows.

1859. 25 Baldwin City Kansas January 27. 1872. Two years after  
 date. we or either of us promise to pay to W. C. Howard or  
 order the sum of Two Hundred and fifty nine dollars and  
 eight five cents value received with ten per cent interest thereon  
 from date until paid the interest payable annually and  
 each years interest to bear ten per cent interest from the  
 time it becomes due until it is paid. 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 ten per cent on the amount secured  
 by this mortgage as a reasonable attorneys fee for foreclosure  
 thereof and the surplus if any there be shall be paid by the  
 party making such sale to the said W. C. Foster and  
 Mary C. Foster their heirs and assigns; and for the said  
 consideration the said parties of the first part hereby make  
 appraisalment of said real estate.

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

William S. Foster  
 Mary C. Foster

State of Kansas, Douglas County ss.

Be it Remembered that on this 27<sup>th</sup>  
 day of January A. D. 1872 before me a Notary Public in  
 and for said County and State came William S. Foster  
 and Mary C. Foster to me personally known to be the same