

The following is indorsed on the original instrument.
I do hereby release the within mortgage of H. H. Taylor and wife this 22^d day of May 1884.
Wentworth R. Davis

Recorded May 22^d 1884 at 4³⁵ o'clock P. M.

Albion old Register of Deeds

This Indenture made this fifth day of February in the year of our Lord one thousand eight hundred and eighty-two between Henry H. Taylor and Maria A. Taylor his wife of Baldwin City in the County of Douglas and State of Kansas of the first part and Walter R. Davis of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Seven hundred and seventy three Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part his heirs and assigns forever all that tract and parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: Lot No. Twenty three (23) Twenty four (24) & Twenty five (25) on Eighth Street in Baldwin City also Lot No. Twenty three (23) Twenty four (24) and twenty five (25) on Ninth Street in Baldwin City with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Seven hundred and seventy three dollars with interest at 10% according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part 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 days then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executor 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 executor administrators and assigns and out of all the moneys arising from such sale to obtain the amount then due for principal and interest together with the costs and charges of making such sale and the unpaid if any then to be paid by the party making such sale on demand to the said parties of the first part their heirs or assigns.

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

Henry H. Taylor
Maria A. Taylor