

The following is endorsed on the original instrument
The written mortgage is fully paid and I hereby discharge
the second - dated Jan 2 1864 No 8 Clarke

This Indenture made this 29th day of March in the year of our Lord one thousand eight hundred and eighty two between Isaac F. Hughes and Sarah Elizabeth Hughes his wife of Lawrence of the County of Douglas and State of Kansas of the first part and H. S. Clarke of same place of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Sixty 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 or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit

Commencing at a point on the north line of Block Fifteen(15) North Lawrence three hundred and forty(340) feet West of the north east corner of said Block Fifteen(15) thence west Forty(40) feet south three hundred and thirty(330) feet thence East Forty(40) feet thence north three hundred and thirty(330) feet to place of beginning with the appurtenances and all the estate title and interest of the said part of the first part herein

and the said Isaac Hughes & Sarah Elizabeth Hughes 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 of every nature and kind

This Grant is intended as a mortgage to secure the payment of the sum of Sixty Dollars according to the terms of one certain note this day executed and delivered by the said Isaac F. Hughes and Robert W. Hughes 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 taxes or if the insurance is not kept up thereon 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 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 or assigns and out of all the moneys arising from such sale to return the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said parties of the first part or their heirs or assigns

In witness whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written

Isaac F. Hughes

{Seal}

Sarah Elizabeth Hughes {Seal}