

The following is indorsed on the original instrument
 I hereby acknowledge full payment of the debt secured by the within mortgage
 and authorize the Register of deeds of Douglas County Kansas to discharge said
 mortgage of record Feb. 21, 1885.

Mary A Barnes Hart
 formerly Mary A Barnes

Recorded Feb. 23^d 1885 at 5:20 PM
 Wm. Harold Register of Deeds

This Indenture made this Twentieth-day of May in the year of our Lord one thousand eight hundred and eighty two between A. R. Fouts and Mary M. Fouts his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Mary A. Barnes of Miles Ohio of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Five Hundred 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 her heirs and assigns all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit:

Lot One (1) and Twelve (12) in Block Seven (7) Babcocks Addition to the City of Lawrence with the appurtenances and all the estate title and interest of the said parties of the first part therein.

And the said A. R. Fouts does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seised 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 Five Hundred Dollars in three years from the date hereof with interest at eight per cent per annum payable annually according to the terms of a certain promissory note this day executed and delivered by the said A. R. Fouts and Mary M. Fouts his & wife to the said party of the second part and this covenances 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 laps there this covenances shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part her 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 her executors administrators or assigns; and out of all the moneys arising from such sale to retain 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 A. R. Fouts his heirs or assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year