

The following is indexed on the original instrument
 November 2nd 1885. Charles Henry acknowledge payment
 in full of the debt that this mortgage was given to secure & the register of Deeds of
 Douglas Co Kans will discharge the same on his Books of Record
 Recorded November 11th 1885 at 1:40 P.M.
 C. J. Gorman Register of Deeds

This Indenture made this 3rd day of July in the year of our Lord one thousand eight hundred and eighty five between Charles O. Brown + O. L. Brown his wife of Mead in the County of Douglas and State of Kansas of the first part and W. C. Howard of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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:

The East four (4) acres of the South-West quarter of the South-West quarter of the North-West quarter of Section four (4) Township Fifteen (15) Range Twenty (20) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Charles O. Brown + O. L. Brown (his wife) 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 Four Hundred Dollars due in two years from this date with ten per cent interest thereon from date until paid the int- payable annually and all int- to bear ten per cent interest from the time it becomes due until it is paid according to the terms of one certain promissory note this day executed and delivered by the said Charles O. Brown + O. L. Brown (his wife) 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 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.