

This Indenture made this ninth day of October in the year of our Lord one thousand eight hundred and eighty five between Albert H. Case and Mary Case his wife of Marion Township in the County of Douglas and State of Kansas of the first part and William C. Carter of the second part:

Witnesseth That the said parties of the first part in consideration of the sum of Three 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 North half of the South East quarter of Section No. Eighteen (18) in Township No. Fourteen (14) of Range No. Eighteen (18) East of the 6" Principal Meridian containing eighty acres, more or less with the appurtenances and all the estate title & interest of the said parties of the first part therein. And the said Albert H. Case 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 Three Hundred dollars and interest at eight per cent per annum according to the terms of one certain note and coupons this day executed and delivered by the said Albert H. Case 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, 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 sales to retain the amount then due for principal and interest together with the costs and charges of making such sales and the surplus if any there be shall be paid

The following is recorded on the original instrument
 Lawrence Kansas
 The notaries divided having been paid in full, the mortgage is hereby
 released and the said money and charges are paid and the said day of January 10 1889
 Witness my hand
 Charles W. Carter