

This mortgage was foreclosed in the suit of L. A. Quinby vs J. A. Cole et al # 6117 in the District Court of Douglas County, Kansas on November 30th, 1888 and judgment recorded in Journal "O" of said Court at page 60. The land described in said mortgage was sold under said judgment January 29<sup>th</sup> 1889. Witness my hand and seal of said Court at Lawrence, Kansas this 29<sup>th</sup> day of December 1891.

A. M. Gregory  
Clerk Dist. Court.

This Indenture, Made this 2<sup>nd</sup> day of November in the year of our Lord one thousand eight hundred and eighty five between James A. Cole and Mary Cole his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and William S. Eno of the State of New York of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of One thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following 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 twenty five (25) in Township thirteen (13) of 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 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 therein a good and indefeasible estate of inheritance, free and clear of all incumbrances; and that they have good right to sell and convey said premises, and that they will Warrant and Defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said Parties of the first part to-wit: Note No. 1, for One thousand Dollars due November 1<sup>st</sup> 1890, all dated November 2<sup>nd</sup> 1885 payable to William S. Eno or order, at the Merchants Bank of Lawrence Kansas with New York Exchange with interest, payable semi annually on the first days of May and November in each year, according to coupons attached to