

The following is recorded on the original instrument
J. H. C. Beardley the mortgagor, and hereby acknowledge receipt and acceptance of the above instrument
mortgage secured and given by the said J. H. C. Beardley to the Register of Deeds of Douglas County, Kansas to discharge said mortgage
Recorded January 6th 1890 - A. J. R. Beardley
J. H. C. Beardley (seal)

hereditaments and appurtenances therunto belonging, unto the party of the second part and to his heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Parties of the first part are justly indebted unto the said W. C. Beardley, in the principal sum of three hundred dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said W. C. Beardley to the said Parties of the first part and incurred to be paid by a certain promissory note of the said Parties of the first part, bearing even date herewith, payable to the order of the said W. C. Beardley, in one year from the date thereof, at the office of said W. C. Beardley, in the City of Auburn, and State of New York, with interest after maturity, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said note from date is to be paid semi annually, on the eighth day of March and of September in each and every year, and is specified by two interest notes or coupons of even date herewith, attached to the said note and payable at the office of said W. C. Beardley, in the City of Auburn, New York; and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Three hundred dollars with all the interest thereon, shall immediately become due and payable.

So, if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or any interest thereon is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, then, in either of these cases, the whole of said sum mentioned in said note together with the interest thereon, shall, and by this indenture does immediately become due and payable at the option of the party of the second part or his assigns, to be at any time thereafter exercised without notice to the parties of the first part; but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and