

such sale,
 together with
 s, if any
 and, to the
 in hereunto
 or *(seal)*
 or *(seal)*
 October
 and State,
 to be the
 acknowledged
 name
 within.
 Williams
 Notary Public
 A.M.
 in
 ister of Deeds
 our Lord
 i Newby
 ty of Douglas
 of the
 in
 duly paid,
 and by
 aid party
 or parcel
 described
 of Lawrence,

The said Naomi Newby has been fully paid and the within mortgage duly released and the Register of Deeds at Douglas has been notified to discharge the same of Record this 10 day of June 1889
George Leonard
James Briggs

Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Naomi and Henry Newby does 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 encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Naomi and Henry Newby to the said part of the second part: for three hundred Dollars, with ten per cent interest payable semi-annually as per coupons attached to said note, and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Naomi and Henry Newby their heirs and assigns.

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

Signed and Delivered
 in presence of
 Chas. L. House

Naomi ^{free} Newby *(seal)*
 male
 Henry Newby *(seal)*

State of Kansas)
 County of Douglas) ss.

Be it remembered, That on this 19th day of October A.D. 1886 before me A. A. Cooper a Notary Public in and for said County and State-Came Naomi and Henry Newby to me personally known to be the same persons who