

This Indenture, Made this 24th day of November in the year of our Lord one thousand eight hundred and eighty six, between W. B. Jay and Eliza J. Jay his wife of Calumet Sp. in the County of Douglas and State of Kansas, of the first part and W. B. Howard of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of two hundred and fifteen 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 South West quarter (1/4) of Section number twenty nine (29) in Township number fourteen (14) of Range number twenty (20) East of the 6th Principal Meridian excepting therefrom so much of said parcel of land as has heretofore been taken and appropriated by the Leavenworth Lawrence and Galveston Rail Road Company as a right of way for its railroad Company as a right of way with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. B. Jay and Eliza J. Jay 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 encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of two hundred and fifteen Dollars, according to the terms of a certain note of hand this day executed which reads as follows: \$215.⁰⁰

Baldwin City, Kansas November 24th 1886

One year after date we or either of us promise to pay to W. B. Howard or order the sum of two hundred and fifteen dollars value received with interest thereon at the rate of twelve per cent per annum from date until paid said interest payable semi annually 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

The following is endorsed on the original instrument:
The Note herein described having been paid in full this
Mortgage is hereby released and the Lien thereby created
discharged Nov 30 1889

W. B. Howard
James Brotha
Register of Deeds
Circled November 30th 1889