

This Indenture, Made this 17th day of December in the year of our Lord one thousand eight hundred and eighty seven, between Ezra N. Helso and Clarence J. Helso both unmarried of in the County of Douglas and State of Kansas, of the first part and Joseph Helso of same place of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Nine hundred \$900 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 half ($\frac{1}{2}$) of the South West Quarter ($\frac{1}{4}$) of Section No. Twenty eight (28) in Township No. Thirteen (13) South of Range No. Nineteen (19) East of the 6th P. M. Kansas containing 80 acres according to U. S. survey.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said grantors 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 except a mortgage of \$1600.

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Dollars (\$900) according to the terms of Two certain notes this day executed and delivered by the said Ezra N. Helso and Clarence J. Helso to the said party of the second part: being a balance of the purchase money of said premises and payable \$500 in one year and \$400 in two years interest at 7% 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 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

The following is enclosed with the original instrument -
The note herein described having been paid, hereby this mortgage is hereby released and the said parties of the first part do hereby discharge the said party of the second part from all liability for the same.
Ezra N. Helso
Clarence J. Helso
Recorded September 26th 1888
Amos B. Smith, Register of Deeds