

The following is indorsed on the original instrument
 \$900⁰⁰ and Int due to June 11-1894. June 11th 1894
 Received of Daniel E. Smith and A. M. Smith the within named
 Mortgage the sum of Nine hundred and Int due - Dollars in full
 satisfaction of the within mortgage
 Recorded June 11th 1894
 H. S. Peace

This Indenture, Made this 26th day of January in the year of our Lord one thousand eight-hundred and eighty eight, between Daniel E. Smith and A. M. Smith his wife of Echo in the County of Douglas and State of Kansas of the first part, and H. S. Peace of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Nine Hundred (\$900⁰⁰) 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 West half ($\frac{1}{2}$) of the North-East Quarter ($\frac{1}{4}$) of Section No Thirty Six (36) in Township No Fourteen (14) South of Range No Eighteen (18) East of the 6th P. M. Kansas containing 80 acres more or less - with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Daniel E. Smith does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of (\$900⁰⁰) Nine Hundred Dollars Five years after date with interest at Eight per Cent. per annum payable annually from date according to the terms of one certain note this day executed and delivered by the said Daniel E. Smith and A. M. Smith to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for said party of the second part his executors, administrators and assigns, at any time hereafter, 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,