

The following is indexed on the original instrument
In consideration of full pay-
ment of the within mortgage
I hereby release the same this
13th day of August, 1882

W. J. Kilgore

Recorded August 19th 1882 on Jones Bonds

This Indenture, Made this 5th day of May in the year of our Lord, one thousand eight hundred and eighty Eight, between Carter Hogan and Josephine Hogan, his wife of Grant in the County of Douglas State of Kansas of the first part, and W. J. Kilgore of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred seventy seven ⁵⁰/₁₀₀ Dollars to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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, situate in the County of Douglas and State of Kansas, described as follows, to-wit: The South west quarter of the North east quarter of Section Eighteen (18) in Township twelve (12) in Range twenty (20) in said County and State with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Carter Hogan and Josephine Hogan do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above stated, and seized 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 One hundred seventy seven ⁵⁰/₁₀₀ (\$177.⁵⁰/₁₀₀) dollars due by lot 1657-payable at the National Bank of Lawrence with interest at the rate of ten percent per annum, according to the terms of one certain promissory note this day executed and delivered by the said Carter Hogan and Josephine Hogan to the said party of the second part; and this conveyance shall be void if such payment be made as herein is recited. 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 thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law as for a sale, hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the money arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sale and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Carter Hogan his heirs and assigns.

In Witness whereof The said party of the first part have hereunto set their hands & seals the day & year first above written.
Signed & delivered in presence of
Witness to mark
Carter Hogan [seal]
Josephine Hogan [seal]
W. C. Spangler