

The following is indorsed on the original instrument
I hereby acknowledge the note to this mortgage to
be fully paid and satisfied Amos Horrell
Recorded April 30th 1890

This Indenture, Made this seventeenth day of October in the year of our Lord, one thousand eight hundred and eighty seven, between Charles Oliver and Martha A. Oliver husband and wife of Fort Nebraska in the County of Cherry and State of Nebraska of the first part, and Amos Horrell of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred 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 Lots numbered forty two and forty three

in the Simpson's Sub-division of that part of the City of Lawrence formerly known as North Lawrence Douglas County, State of Kansas with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Oliver and Martha Oliver 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 and insurance therein, free and clear of all incumbrances except one first mortgage of date Oct 4th 1886 of \$200⁰⁰ in favor of Mary Huntington.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred Dollars in one year after date according to the terms of one certain promissory note this day executed and delivered by the said Charles Oliver and Martha Oliver 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 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part or their heirs