

The following is indorsed on the original instrument -
 In consideration of full payment of the within mortgage
 I hereby release the same this 17th day of December, 1890
 C. W. Sturdivant
 Recorded March 24th 1891
 James M. Rogers
 Register of Deeds

This Indenture, Made this 11th day of Sept in the year of our God One Thousand Eight Hundred and Eighty Eight, between D. T. Green and M. E. Green husband and wife of Baldwin in the County of Douglas State of Kansas of the first part, and C. W. Sturdivant of the second part.

Witness, that the said party of the first part, in consideration of One hundred & Twenty Five Dollars, to him 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 and parcel of land situated in the County of Douglas and State of Kansas, described as follows to wit: The West One hundred and Twenty Acres of the North West Quarter of Section No. 14, Twp. 15, Range 20 E. with the appurtenances and all the estate title and interest of the said part of the first part therein and the said D. T. Green and M. E. Green wife do hereby covenant & agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of good and independent estate of inheritance therein free and clear of all incumbrances Except one Mty. of \$1,000. to J. B. Watkins & M. E.

This Grant is intended as a Mortgage to secure the payment of a sum of One hundred and Twenty Five Dollars, according to the terms of one certain promissory note this day executed by the said D. T. Green to the said party of the second part due and payable in one year from date of Sept. 11, 1888, with interest thereon until paid.

And this conveyance shall be void if such payment be made within the time specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided therein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the lender thereon, 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, "appraisal not waived", and out of all monies arising from such sale, to retain the amount then unpaid of principal and interest, together with the cost and charge of making and carrying out the same, and to pay the balance to the said party of the first part or his heirs, assigns, or to the said C. W. Sturdivant or his heirs, assigns, at the option of the said party of the second part.

In Witness Whereof The said party of the first part have hereunto set their hand and seal the day and year last above written.

Witness, sealed & delivered in presence of
 D. T. Green (Seal)
 M. E. Green (Seal)
 C. W. Sturdivant