

The following is indented on the original instrument
The note secured by this mortgage having been paid and satisfied
in full. Therefore this mortgage is discharged
5 days after 10th day of September 1899

Witness L. L. Nelson
Wendell, D. C. 1899

This indenture, Made this First day of September in the year of our Lord one thousand eight hundred and eighty eight, between Emma Arter and Jacob H. Arter wife and husband both of Lawrence in the County of Douglas and State of Kansas of the first part and L. L. Todd of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of Ten hundred and fifty Dollars to them duly paid the receipt of which is hereby acknowledged, have sold and and by these presents do grant, bargain, sell and mortgage to the said party of the second part, 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 North West quarter (41) of Section Twenty six (26) in Township Twelve (12) of Range Nineteen (19) & a part of the North East quarter (41) of said Section 26 Township 12 Range 19 Beginning at the North West corner of the North East quarter of said Section 26 thence South 85° 45' Chains thence East 2° 30' chains thence North 85° 45' chains thence West 2° 30' Chains to place of beginning containing 4 acres more or less, Also the North East quarter (41) of Section Twenty seven (27) in Township 12 Range 19 all East of the 6th Principal Meridian containing in all 32 1/2 acres more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the First Part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein free and clear of all encumbrances save and except two certain mortgages one of \$5000.00 at 8 1/2 % on the first five parcels above described and one of \$1600.00 on the last described parcel bearing 8 %

This grant is intended as a Mortgage to secure the payment of the sum of Ten hundred and fifty dollars according to the terms of a certain promissory note this day executed and delivered by the said Emma Arter and Jacob H. Arter to the said party of the second part payable seven months after date to order of party of second part at Merchants National Bank Lawrence Kansas with interest at 9 % from date until paid and this conveyance shall be void if such payment to 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,

The following is indented on the original instrument
\$ 5000.00 Lawrence Kansas August 5 1899
Received of C Yeager wife of Lawrence
Kansas the within sum of money with interest