

The following is indorsed on the original instrument.
 J. W. C. Beardley, the mortgagee within referred, hereby acknowledged complete satisfaction of the
 within mortgage secured, and hereby attests the Register of Deeds of Douglas County, Kansas to discharge
 said mortgage of record. Dated 25 day of August. A.D. 1890
 J. W. C. Beardley and
 H. C. Beardley

This Indenture, Made this third day of January in the year of our Lord, one thousand eight hundred and eighty nine, between William J. Kilmore and Emma C. Kilmore his wife of Douglas County, Kansas of the first part and W. C. Beardley, of Auburn, New York of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand Two hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described piece and parcel of land lying and situate in the Township of Grant County of Douglas and State of Kansas, to-wit:

The North West quarter of Section No. Twenty Eight (28) in Township No. Twelve (12) South of Range No. Twenty (20) East of 6th Principal Meridian and containing 160 acres of land more or less. To have and to hold the same with hall and singular the hereditaments and appurtenances thereto belonging, unto the party of the second part and to his heirs and assigns forever. 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 seized of a good and indefeasible estate in fee simple inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are up on this express condition, that whereas, the said Parties of the first part are justly indebted unto the said W. C. Beardley, in the principal sum of Two Thousand Two hundred Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof made by the said W. C. Beardley to the said Parties of the first part and secured to be paid by three certain promissory notes of the said Parties of the first part bearing even date herewith, payable to the order of the said W. C. Beardley, in mos and one year, on the date thereof, at his office in the City of Auburn and State of New York, with interest after maturity, or default in payment of interest, at the rate of twelve percent, per annum until the said principal sum is fully paid. The interest on third note from date to maturity, or default to be paid semi-annually, on the 3rd day of January and of July in each and every year, and is specified by two interest notes or coupons of even date herewith, attached to the said note and payable at said office of W. C. Beardley, in the City of Auburn, New York, and in and by said promissory note it is agreed that if default be made in