gain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to wit:

Lots Nos. One Hundred and Eleven (111) and One Hundred and Thirteen (113) on Vermont Street, in the City of Lawrence, to have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, unto the party of the second part, and to his heirs and assigns, forever. And the said Lucy E. Tabor and Rufus N. Tabor 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 of 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 upon this express condition, that whereas, the said Lucy E. Tabor and Rufus N. Tabor are justly indebted unto the said Dr. J. B. Hays in the principal sum of Six 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 Dr. J. B. Hays to the said Lucy E. Tabor and Rufus N. Tabor and secured to be paid by the certain promissory note of the said Lucy E. Tabor and Rufus N. Tabor bearing even date herewith, payable to the order of the said Dr. J. B. Hays in three years from the date thereof, at McLechner Co's Bank, Canandaigua, N. Y. with interest after maturity, or default in payment of interest, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said note from date to maturity or default is to be paid semi-annually, on the 20 day of April and of October in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the said note and payable at said McLechner Co's Bank, in Canandaigua, N. Y. and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of Six Hundred Dollars with all the interest thereon, shall immediately become due and payable.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises insured, as hereinafter set forth, then, in either of these cases, the whole of

The foregoing is endorsed on original instrument.
J. Henry M. Field Executor of last Will of Dr J. B. Hays within named, hereby acknowledges complete satisfaction of the debt by the within mortgage secured, hereby authorizes the Register of Deeds of Douglas County, Kansas, to discharge said mortgage of record. Dated this 3d day of May, 1892. Henry M. Field Executor of J. B. Hays Decd
State of New York, County of Ontario, ss. Be it Remembered, that on this 3d day of May, 1892 before me a Notary Public in and for said County & State came Henry M. Field Executor of the last Will & Testament of J. B. Hays decd. to me personally known to be the same person who executed the foregoing instrument, & duly acknowledged the execution of the same.
In Witness Whereof, I have hereunto set my hand & affixed my official seal on the day and year last above written. Frank N. Chester a Notary Public
(Seal) My Commission Expires Feb. 20, 1892
Received Feb 15, 1892 at 9 o'clock A.M. James B. Corey Register of Deeds
By W. Barnes Deputy