

This Indenture, Made this 20th day of October in the year of our Lord one thousand eight hundred and eighty Ninety between Henry L. Gray and Eliza Jane Gray his wife of California in the County of Douglas and State of Arizona of the first party and W. C. Howard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand two hundred and ninety seven 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: The South West quarter (1/4) of Section Twenty Nine (29) in Town
Sup. Fourteen (14) of Range Twenty (20) in Douglas County, Kansas.

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 seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except in certain
mortgage of \$2000 drawing 7% interest dated 11th October 1890 in favor of W. C. Howard
due and payable in five years

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand two hundred and ninety seven Dollars according to the terms of any certain Creditors Note this day executed and delivered by the said parties of the first part to the said party of the second part \$2000 payable in twelve months to order of party of second part with interest at 10% from date

and this conveyance shall be void if such payments 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, 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 sales, 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 their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
Hugh Blair

Henry L. Gray (SEAL.)

Eliza J. Gray (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 20th day of October, A. D. 1890, before me, Hugh Blair, a Notary Public in and for said County and State, came Henry L. Gray and Eliza Jane Gray his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 1st Decr 1893.

Recorded 21st 20 A. D. 1890, at 10 o'clock P. M.

James Brooke
Register of Deeds.

The following is enclosed in the original instrument
March 16th 1893. This mortgage is satisfied in full
this day. W. C. Howard.
Recorded Jan 13th 1894
W. C. Howard
Register of Deeds

The following is enclosed in the original instrument
The note heretofore described having been paid in full, this mortgage is hereby released and the lien
thereon is hereby discharged. As witness my hand, this 14th day of Sept. 11 A. D. 1908.