

The following is indorsed on the original instrument
 In consideration of full payment of the within mortgage
 I hereby release the same this 1 day of Nov 1894
 John B. Carter

Recorded November 2nd 1894

James B. Carter

This Indenture, Made this fourteenth day of October in the year of our Lord, one thousand eight hundred and eighty nine between Sidney E. Carlton and Nancy B. Carlton, husband and wife both of the township of Palmyra in the County of Douglas and State of Kansas, of the first part, and John M. Adler of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 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 East half (2) of the South East quarter (4) of Section number Thirty two (32) in Township Fourteen (14) of Range Twenty one (21) and The West half (2) of the South West quarter (4) of Section number Thirty three (33) in said Township Fourteen (14) of Range Twenty one (21) in County and State aforesaid containing 160 acres more or less with 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 owner 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 against all claims whatsoever This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain promissory note this day executed by the said Parties of the first part to the said party of the second part. Said note being given for the sum of Two Thousand Dollars, dated 14th October 1889 due and payable in five years and seventeen days from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of seven hundred and Fifty Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part and the expense of such taxes and accruing penalties, interest and costs and insurance shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of twelve per cent. per annum. And in case of default in the payment of any interest, coupon herein covenanted to be paid for the period of ten days after the same becomes due, or in default of performance of any covenant

Assigned Dec 31 1894