

The following is endorsed on original instrument
 I hereby acknowledge receipt in full payment of the debt secured by the within mortgage, and the Register & Clerk of Douglas County Kansas is hereby authorized to discharge the same of record. Dated this June 2^d 1892

B. J. Horton
 Agent for property collection and attorney & record.

Received June 5th 1892.
 James Brooks
 Register of deeds

This Indenture, Made this 7th day of October in the year of our Lord one thousand eight hundred and eighty nine between Alfred M. Holmes and Evaline L. Holmes his wife of Palmyra 9 in the County of Douglas and State of Kansas, of the first part and W. C. Howard of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and Ninety four ⁶⁰/₁₀₀ 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 lands situated in the County of Douglas and State of Kansas, described as follows, to-wit: All that part of the North West Quarter of Section twenty eight 28 in Township fourteen (14) of Range twenty (20) East, being and lying North and West of the right of way of the Southern Kansas Rail Road and containing about 110 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 Alfred M. Holmes and Evaline L. Holmes his wife 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 encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Ninety four and ⁶⁰/₁₀₀ Dollars according to the terms of one certain promissory note this day executed and delivered by the said Alfred M. Holmes and Evaline L. Holmes to the said party of the second part of which the following is a true copy. Baldwin Kansas October 7th 1889. One year after date we & either of us promise to pay to W. C. Howard or order the sum of One hundred and Ninety four and ⁶⁰/₁₀₀ dollars value received, with ten percent interest thereon from date until paid.

Alfred M. Holmes
 Evaline L. Holmes

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 cost and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale on demand to the said Alfred M.