

instrument of writing, and such persons duly acknowledged the execution of the same.
 Witness my hand and official seal the day and year last above written.
 My commission expires June 18. 1894.

(S.D.)

L. D. Steele

Notary Public

Recorded Oct. 18. 1892 at 2⁵⁰ o'clock P.M.

James Brooks
 Register of Deeds

In consideration of full pay-
 ment of the within mortgage
 \$1000.00, the within mortgage
 is hereby released and this
 instrument is dated February 1900.
 J. J. Collins

Wm. W. Johnson
 Register of Deeds

This Indenture, Made this 22^d day of October in the year of our Lord one thousand eight hun-
 dred and Ninety two between Elliott Jack a single man of Marion in the County of Douglas and
 State of Kansas of the first part, and J. N. Van Hosen of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of One thousand
 (\$1000) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by
 these presents does 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 East Quarter (1/4) of Section number
 Four (4) in township number four teen (14) of Range number Eighteen (18) being One hundred
 and Sixty Acres (160)

It is agreed that the maker of this mortgage or his heirs or successors has the privilege to pay
 this mortgage in two years from date with the appurtenances and all the estate, title
 and interest of the said party of the first part therein. And the said party of the first part
 does hereby covenant and agree that at the delivery hereof he is 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 he 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 One thousand (\$1000)
 Dollars, due and payable in three from date thereof with interest thereon from Nov. 1st '92 at 8
 percent per annum, according to the terms of one certain promissory note this day executed
 and delivered by said Elliott Jack to the said party of the second part, and this conveyance
 shall be void if such payment be made as in said note and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied
 and assessed against said premises before any costs or penalties shall accrue thereon, in
 default whereof said party of the second part may pay such taxes, and any penalties and
 costs which may have accrued thereon expense of said first party, and such taxes, penalties,
 costs shall from the date of payment be an additional lien under this mortgage, on said
 above described premises, and shall bear interest at the rate of ten percent per annum.
 But if default be made in the payment of said note or any part thereof or any interest

The following is indorsed on the mortgage herein recorded

Nov. 25, 1892 For and in consideration of the sum of
 One thousand dollars, I hereby sell and transfer to J. J.
 Collins the note secured by the within mortgage

J. N. Van Hosen
 Recorded August 18th 1897 at 3:30 o'clock P.M.
 James Brooks
 Register of Deeds