

The following is endorsed on the original instrument
 The note herein described having been paid in full this mortgage is hereby released
 and the lien thereby created discharged

As Witness my hand this 11 day of Dec. A.D. 1882

Henry Gay

Refugio E. Holmes

Willard P. Holmes

Recorded Jan 17 1883 at 2:30 PM

This Indenture made this 9th day of November in the year of our Lord one thousand eight hundred and eighty two between Oliver Barber and Malinda Barber his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part and Henry Gay of the State of Connecticut of the second part.

Witnesseth That the parties of the first part in consideration of the sum of One Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does grant bargain sell and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit. The North half of Sec. 12, Township Twelve (12) in Township Number Thirteen (13), South of Range Number Eighteen (18), East of the sixth P.M. This conveyance subject to Mortgage to Sherman Foote for \$500. also Mortgage to Anson F. Abbott for \$1500. 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except as shown above that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons. This Bond is intended as a mortgage to secure the payment of the sum of One Thousand Dollars and interest thereon according to the terms of one certain mortgage note and interest note or coupons this day executed by the said Oliver Barber and Malinda Barber to wit, Note No. 1 for One Thousand Dollars due December 1st 1883, - all dated November 9th 1882 payable to Gilbert and Gay or order at the Hurst National Bank East Third Street Conn. with interest payable semi-annually on the first days of June and December in each year according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgage or assigns and deliver the policy to the mortgagee collateral security hereto. Now, If such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided or if default be made in the agreement