

The following is indorsed 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

E. G. Brown Secy, of
 James Brown decd.

the ninth day of August A.D. 1887.
 Wm. Brown
 E. G. Brown

Recorded August 15, 1887
 J. P. Horton
 Register & Clerk
 of the County of Douglas

This Indenture Made this 1st day of December in the year of our Lord one thousand eight hundred and eighty two between John M. Smith and Marinda Smith his wife, living of lawful age of the County of Douglas and State of Kansas of the first part and James Brown of the State of New York of the second part:

Witnesseth That the parties of the first part in consideration of the sum of Four hundred and fifty Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do 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 West-half of the South West-quarter of Section number nine (9) in Township number Fifteen (15) South of Range Eighteen (18) East of the Sixth P.M. 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; 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 Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and fifty Dollars and interest thereon according to the terms of one certain mortgage note and 20 interest notes or coupons this day executed by the said John M. Smith and Marinda Smith to wit:

Note No. 1 for Four Hundred and Fifty Dollars due December 1st 1897 all dated December 1st 1882 payable to James Brown or order at the Merchants Bank of Lawrence Kansas 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 premises properly insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as 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 to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately be