

The following is inclosed and the original instrument
 The conditions of the within mortgage have been
 complied with and I hereby cancel it
 Wm. E. Wall

Recorded July 9th 1884 at 5-10 P.M.

W. J. Hornold Register of Deeds

This Indenture Made this fifteenth day of April in the year of our Lord one thousand eight hundred and eighty three between W. B. Smoyer and Alva E. Smoyer his wife of Lawrence in the County of Douglas and State of Kansas of the first part and William E. Wall of the second part Witnesseth that the said parties of the first part in consideration of the sum of Three 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 three fourths $\frac{3}{4}$ of the South half $\frac{1}{2}$ of the South east quarter of the South east quarter $\frac{1}{4}$ of Section Number One, and the South half $\frac{1}{2}$ of the North east quarter $\frac{1}{4}$ of the South east quarter $\frac{1}{4}$ of the South east quarter of Section Number One, in Township No. Thirteen 13 in Range No Nineteen 19 with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said W. B. Smoyer 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 indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Three thousand Dollars with interest at 8 per cent per annum according to the terms of five certain promissory notes this day executed and delivered by the said W. B. Smoyer and Alva E. Smoyer to the said party of the second part and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof or interest thereon or the terms or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any thereof shall be paid by the party making such sale or demands to the said parties of the first part or their heirs and assigns.