

The following is indorsed on the original instrument
 The within described note having been paid in full, this mortgage
 is hereby released and the lien thereby created discharged.
 Recorded August 9, 1887 at 11 am.
 J. C. Wilfong

By R. S. Horton
 Register of Deeds

In Assignment, See Next Page

This Indenture Made this 22nd day of August in the year of our Lord one thousand eight hundred and eighty three between J. M. Barley and Mary Barley his wife of Grant Township in the County of Douglas and State of Kansas of the first part and H. B. Smith of the County of Macoupin and State of Illinois of the second part Witnesseth That the said parties of the first part for and in consideration of the sum of Eight Hundred 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 situate in the County of Douglas and State of Kansas described as follows to wit Beginning at a point 18 $\frac{3}{4}$ chains East from the South West corner of the South West quarter of Section Seven (7) Township Twelve (12) Range Twenty (20) thence East 6 $\frac{1}{2}$ chains thence North 19 $\frac{5}{8}$ chains thence West 6 $\frac{1}{2}$ chains thence South 19 $\frac{5}{8}$ chains to place of beginning also The South Thirty six acres of the West half of the South West quarter of Section Seven in Township Twelve of Range twenty in all 48 acres of land with the appurtenances and all the estate title and interest of the said parties of the first part therein

This Grant is intended as a mortgage to secure the payment of the sum of Eight Hundred Dollars according to the terms of a certain promissory note of even date hereof for said sum of Eight Hundred Dollars with interest payable annually at the rate of eight per cent per annum said note being payable three years from date and this conveyance shall be void if such payment be made as is herein specified But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part his executors administrators and assigns at any times thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and 10 per cent on the amount secured by this mortgage as a reasonable attorney's fee for foreclosure hereof and the overplus