

The following is indorsed on the original instrument

Wichita, Colo. Nov 22, 1886

I do hereby certify that all obligations of this indenture has been faithfully and satisfactorily complied with in full payment of all claims & contracts, to full satisfaction and release.

Recorded Nov 26, 1886

13 9, 13, 1886

Register of Deeds

This Indenture made this twenty seventh day of March in the year of our Lord one thousand eight hundred and eighty four between J. H. Bird, unmarried of Lawrence in the County of Douglas and State of Kansas of the first part and W. H. Bertz of the second part;

Witnesseth that the said party of the first part in consideration of the sum of Four Hundred 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 Ten (10) acres of the North Twenty (20) acres of the East Thirty (30) acres of the South half of the North East quarter of Section number Thirty five (35) Township number Twelve (12) Range number Nineteen (19) with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said J. H. Bird 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.

This grant is intended as a mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. H. Bird 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 same 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 as aforesaid hereby waived or not at the option of the party of the second