States Government survey. N.W. fl. 4. 18. 15. 19. E. 6th P.M. 160 $\frac{23}{100}$ ac.
To have and to hold the above described premises and all appurtenances thereto belonging unto the said second party its successors and assigns forever. The said Henry H. P. Kelly represents and covenants with said second party that he holds said premises in fee simple that he has good and lawful right to sell and convey the same that said premises are free and clear from all liens and incumbrances that he will warrant and defend the title to said premises against the lawful claims of all persons whomsoever. And the said party of the first part hereby expressly relinquish release and convey all right of Homestead Exemption and every contingent right in and to said premises. This Instrument is executed and delivered upon the following conditions to wit;
First. Said first party agree to pay said second party or order Forty nine & $\frac{70}{100}$ Dollars in ten installments according to the terms of a promissory note executed and delivered by said Henry H. P. Kelly and Mary J. Kelly to said second party and bearing even date herewith.
Second this mortgage is made subject to prior mortgage to the New England Loan and Trust Co. for \$500.00 and it is hereby stipulated that in case of failure by the first party to pay any interest or other payments provided for in said prior mortgage when the same shall become due and payable in accordance with the terms thereof or failure to keep and perform any of the covenants conditions stipulations and agreements therein contained and agreed to this mortgage shall become due and payable at once at the election of the holder hereof without notice to the first party and this mortgage may thereupon be foreclosed immediately for the whole of said money secured thereby with interest and costs or the holder hereof may pay such interest and payments as may become due and payable under the provisions of said prior mortgage and the amount so paid shall become a lien under this mortgage the same as though this mortgage was made to secure said payments and all the provisions of this mortgage are expressly made to apply to such payments when made by the party of the second part or their assigns
Third. The said first party further agree that if they

The following is indorsed on the original instrument
Know all men by these presents, That the New England Loan & Trust Co. the mortgagee within named, do hereby acknowledge full payment of the note by the foregoing mortgage secured, and authorize the Register of Deeds of Douglas County, Kansas to discharge the same of record. In Witness Whereof, we have hereunto set our hands on this the 5th day of August A.D. 1897.
New Eng. Loan & Trust Co [L.S.]
By W. W. Witmer Vice Prest [L.S.]
[L.S.]
Recorded Sept. 17, 1897 B. J. Horton Register of Deeds
By R. S. Horton Dep