

This Indenture Made this second day of October in the year of our Lord one thousand eight hundred and eighty four between Joel Hornell of Lawrence in the County of Douglas and State of Kansas of the first part and W. C. Dudley of same place of the second part;

Witnesseth, That the said party of the first part in consideration of the sum of Ten Hundred and Ninety four ¹⁰⁰/₁₀₀ Dollars to him duly paid the receipt of which is hereby acknowledged has 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 South-east quarter of Section Thirty (30) in Township Thirteen (13) South of Range Twenty (20) East being for balance of purchase money on said land with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part 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 Ten Hundred and Ninety four and ¹⁰⁰/₁₀₀ Dollars according to the terms of one certain note this day executed by the said Joel Hornell 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 taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be 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 for any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the part of the second part his executors administrators or assigns; and out of all the money 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 reasonable attorneys fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand to the said party of the first part his heirs and assigns.

In Witness Whereof The said party of the first part

Received Payment in full of all claims hereby secured and I hereby acknowledge satisfaction of this Mortgage and the same is fully discharged Jan 27 1885.

W. C. Dudley

attest
Alfred Old Register & Deeds