

On the original instrument is the following endorsement:  
 Received this twenty fifth day of July, 1887 two hundred and thirty five dollars,  
 being payment of the debt secured by this mortgage, which is hereby released, and  
 discharged, this day and year above written.

Jacob Melber  
 by E. W. Griffith his Agent

E. W. Griffith

Recorded July 25, 1887.  
 B. W. H. Wm.

Register of Deeds

This Indenture made this 6<sup>th</sup> day of November in the year of our Lord one thousand, eight hundred and eighty four between Anthony Butz of the County of Shawnee and State of Kansas of the first part and Jacob Melber of the second part, Witnesses - That the said party of the first part in consideration of the sum of Two Hundred and twenty five (\$250) Dollars to them 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 North one half (1/2) of the South West quarter (S.W. 1/4) of Section Thirty five (35) Township Eleven (11) Range Seventeen (17) with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Anthony Butz 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 except one mortgage of Four Hundred & twenty five Dollars (\$425)

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred and twenty five (\$250) with interest at the rate of ten per cent after maturity according to the terms of one certain promissory note this day executed and delivered by the said Anthony Butz 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 base 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 the 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 there be shall be paid by the party making such sale on demand to the said party of the first part or his heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written.

Anthony Butz.

(Seal)