

This Indenture made this 29<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and eighty four between Henry Webber and Lucy Webber his wife in the County of Douglas and State of Kansas of the first part and Ellis B. Hayes of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of Four Hundred and Thirty five <sup>00</sup>/<sub>100</sub> 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 of land situated in the County of Douglas and State of Kansas described as follows to wit: The South half of the South West Quarter of Section Ten (10) Township Fourteen (14) Range Eighteen (18) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Henry Webber 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 and Thirty five <sup>00</sup>/<sub>100</sub> Dollars according to the terms of one certain promissory note this day executed and delivered by the said Henry and Lucy Webber to the said party of the second part payable three years from date at the National Bank of Lawrence Kansas 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 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 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 parties of the first part have herunto set their hands and seals the day and year

The following is endorsed on the original instrument  
Lawrence, Kansas. March 13<sup>th</sup> 1891  
The debt secured by this mortgage having been satisfied.  
the same is hereby released from record.

Ellis B. Hayes by  
Attn. E. Mayhew

Recorded March 13<sup>th</sup> 1891  
James Broobly  
Register of Deeds

Agent for collection