

The following is indorsed on the original instrument
 I hereby acknowledge full payment and satisfaction of the debt
 hereby secured, and authorize the Register of Deeds of Douglas County
 to discharge this mortgage of record.

Ellamirah Payer

Dated May 31 1887
 Recorded May 31 1887
 B. G. Warner Register of Deeds

This Indenture made this 17th day of January in the year of our Lord one thousand eight hundred and eighty five between Martha A. Wagner and John W. Wagner her husband of Wakarusa in the County of Douglas and State of Kansas of the first part and Ellamirah Payer of the second part;

Witnesseth: That the said parties of the first part in consideration of the sum of Six Hundred 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 her 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 (1/4) of the North-East quarter (1/4) of Section No. Thirty five (35) in Township Thirteen (13) of Range Nine (9) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Martha A. + John W. Wagner do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Six Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Martha A. and John W. Wagner to the said party of the second part payable on or before four years after date and this conveyance shall be void if such payment be made as therein 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 become due and payable and it shall be lawful for said party of the second part her 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 her 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 parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part