

The following is indorsed on the original instrument
 I W. H. Ellwell mortgage herein purchase acknowledge
 full payment and satisfaction of this mortgage
 Dec 31, 1885
 W. H. Ellwell

Recorded Dec. 31, 1885 at 11:50 am

Alfred Whitman
 Register of Deeds

This Indenture made this 15th day of January in the year of our Lord one thousand eight hundred and eighty five between Alfred Whitman and Mary B. Whitman his wife of the County of Douglas and State of Kansas of the first part and W. H. Ellwell of the second part;

Witnesseth-That the said parties of the first part in consideration of the sum of Eight Hundred and fifty ⁰⁰/₁₀₀ 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 situated in the County of Douglas and State of Kansas described as follows to wit:

North East Quarter of the North-East Quarter of Section Thirty five (35) Township Twelve (12) Range Thirteen (13)

This mortgage is given to secure the payment of a portion of the purchase money with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Alfred Whitman 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 Eight Hundred and fifty ⁰⁰/₁₀₀ Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Alfred and Mary B. Whitman to the said party of the second part; payable \$400⁰⁰/₁₀₀ in two years and \$450⁰⁰/₁₀₀ in three years from date at the National Bank of Lawrence, Kas 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 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 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