

This Indenture made this tenth day of February in the year of our Lord one thousand eight hundred and eighty five between Nicholas B. Talbott and Ballie H. Talbott his wife of Wakarusa in the County of Douglas and State of Kansas of the first part and Albert P. Clark of same place of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of Eight Thousand 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:

Begin at the North West corner of the South East quarter of Section No. Six (6) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th principal meridian thence run South on the West line of said Quarter Section Fifteen (15) chains and eighty three (83) links thence East on a line parallel with the North line of said Quarter Section Nine (9) chains and fifty nine (59) links thence at right angles run north Fifteen (15) chains and eighty three links to the North line of said quarter section thence West on said North line nine (9) chains and fifty nine (59) links to the place of beginning containing 15 acres of land more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part 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 indemnify and save harmless the said Albert P. Clark from all expense and damage by reason of a certain mortgage for \$8000⁰⁰ interest on the South half of Section No. 9 in Township No. 11 South of Range No. 20 East according to the terms of one certain bond of indemnity this day executed and delivered by the said Nicholas B. Talbott 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 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

This Note secured by this Mortgage having been paid in full this Mortgage hereby released of Record this 7th day of January A.D. 1889

Albert P. Clark

Attest A. W. Carmean
Dep. Register of Deeds.