

On the original instrument is the following endorsement:
 I hereby acknowledge payment of the notes secured by the within mortgage and authorize the Register of Deeds of Douglas County to release said mortgage of record.

Recorded March 11, 1886 at 3:53 P.M.

13. 4 1886

Register of Deeds.

John L. Kilworth.

This Indenture made this third day of April in the year of our Lord one thousand eight hundred and eighty five between Samuel A. Carson unmarried in the County of Douglas and State of Kansas of the first part and John L. Kilworth of the second part;

Witnesseth That the said party of the first part in consideration of the sum of Eight Hundred ~~00~~ Dollars to him 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:

N. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Sec. Twenty two (22) Township Thirteen (13) Range Thirteen (13) containing eighty (80) acres 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 Samuel A. Carson 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 Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Samuel A. Carson to the said party of the second part; said notes to draw 12 per cent interest and to be payable in one or two years at the option of party of the first 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 the 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 sales to retain the amount then due for principal and interest together with the costs and