

See Book 22 Page 558 for assignment of this mortgage

The following is indorsed on original instrument -

In consideration of full pay-
ment of the within mortgage

I hereby release the same this

15 day of May 1890

Attest Wm S. Sinclair

Wm. M. Manley

Recorded May 22, 1890 at 5 o'clock P.M. James Brooks Register of Deeds
By A. W. Carman Deputy

This Indenture made this fifteenth day of May in the year of our Lord one thousand eight hundred and eighty five between David Robinson and Marion Robinson his wife of Marion Township Douglas County Kansas of the first part and L. O. Smith of Georgetown New Mexico of the second part;

Witnesseth, That the said parties of the first part for and in consideration of the sum of Five Hundred Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said party of the second part and to his heirs and assigns forever all the following described piece and parcel of land lying and situate in the Township of Marion, County of Douglas and State of Kansas to wit;

The North West quarter of Section No. Thirty five (35) in Township No. Fourteen (14) South of Range No. Seventeen (17) East of 6" Principal Meridian and containing One Hundred and sixty (60) acres of land more or less. To have and to hold the same with

all and singular the hereditaments and appurtenances therunto belonging unto the party of the second part and to his heirs and assigns forever. And to 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition that whereas the said parties of the first part are justly indebted unto the said L. O. Smith in the principal sum Five Hundred Dollars lawful money of the United States of America being for a loan thereof on the day and date hereof made by the said L. O. Smith to the said parties of the first part and secured to be paid by the certain promissory note of the said parties of the first part bearing even date herewith;