

This Indenture made this 25<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and eighty between Elizabeth Farley and Harvey Farley her husband of Wakarusa in the county of Douglas and State of Kansas of the first part and Elizabeth Hester of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Five hundred Dollars to them duly paid the receipt of which is hereby acknowledged has 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 North thirty six (36) acres of the north half of the north east quarter of Section No. twenty eight (28) in Township No. Thirteen (13) of Range No. Fifteen (15) 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 signed 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 Five hundred Dollars in four annual payments with interest at seven per cent per annum according to the terms of four certain promissory notes this day executed and delivered by the said parties of the first part 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 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 their heirs or assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first

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