

This Indenture made this 10<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and eighty between Albert O Lewis <sup>and</sup> Amanda J Lewis his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part <sup>and</sup> Mrs Emma M Warren of the second part. Witnesseth. That the party of the first part in consideration of the sum of Five Hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do grant bargain sell and convey to the said party of the second part her heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit, The South half of South East quarter of Section Eight (8) in Township Tifftum (15) of Range Twenty 20, East being the Homestead of the parties of the first part with the appurtenances and all the estate title and interest of the said party of the first part therein And the said party 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 free and clear of all incumbrances that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons. This Grant is included as a mortgage to secure the payment of the sum of Five Hundred Dollars and interest thereon according to the terms of our certain mortgage note and 30 interest notes or coupons this day executed by the said Albert O Lewis to Emma M Warren to wit, Note No. 1 for Five Hundred Dollars due December 10<sup>th</sup> 1885. all dated December 10 1880 payable to Mrs Emma M Warren or order at the merchants Bank in Lawrence with Exchange with interest payable semiannually on the first day of June and December in each year according to coupons attached to said note. The party of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent. Now, If such payments be made as is herein specified this conveyance shall be void and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable and in case of such default of any sum so covenanted to be paid for the period of ten days after the same becomes due the said first parties agree to pay to said second party and her assigns interest at the rate of 12 percent per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of 12 percent. but the party of the second part may pay any unpaid taxes charged against said property and may recover for all such payments with interest at twelve percent in any suit for foreclosure of this mortgage and it shall be lawful