

This Indenture Made this 22<sup>d</sup> day of February, in the year of our Lord one thousand eight hundred and eighty one between William Herschel and Leonora his wife of Kanawak in the County of Douglas<sup>nd</sup> State of Kansas of the first part and James Fitzpatrick of Snydon State of Minnesota of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Seven Hundred 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, West Half of the South East quarter of Section (19) Nineteen Township Twelve (12) Range Eighteen (18) 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 and will warrant defend the same and that the same is free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars payable ten years after date with interest annually at the rate of ten per cent per annum, According to the terms of one certain promissory note this day executed and delivered by William B. Herschel 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 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 hereby granted or any part thereof in the manner presented 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the

Assignment on original Indenture  
For value received 9 Revly bill and assign the within  
Mortgage to W. F. Fitzpatrick  
James Fitzpatrick  
Feb 9 1884 at 9 30 AM  
Atty for second party  
Fitzpatrick

For value received we hereby sell and assign the within mortgage to Sarah W. Cross Sept 5 1891  
State of Kansas  
County of Douglas  
M. St. Fitzpatrick, J. B. James Fitzpatrick his attorney in fact  
James Fitzpatrick  
Sept 5 1891 before me Geo. A. Banks a Justice of the Peace  
and for said County personally came James Fitzpatrick to himself and acknowledged the above and signed the same before me  
and gave as best advice warranted  
Geo. A. Banks Justice of the Peace  
Filed for record in the office of the County Clerk of Douglas County Kansas  
Sept 5 1891  
Recorded in the office of the County Clerk of Douglas County Kansas  
Sept 5 1891  
Atty for second party  
Fitzpatrick