

All of the following described piece and parcel of land lying and situate in the Township of Leavenworth County of Douglas and State of Kansas, to wit; The North East fractional quarter of Section No. Two (2) in Township No. Twelve (12), South of Range No. Fifteen (15), East of 6th Principal Meridian, less (5) five acres in the North East corner thereof, 20 Rods North and South by 110 Rods East and West, the land hereby mortgaged being the homestead of said first party and containing One hundred and fifty two ^{and 85/100} 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 the said Catharine Dow doth hereby covenant and agree that at the delivery thereof she is the lawful owner of the premises above granted and借此 of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that she 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 Catharine Dow is justly indebted unto the said James Williams in the principal sum of Four 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 James Williams to the said Catharine Dow and secured to be paid by the certain promissory note of the said Catharine Dow bearing even date herewith payable to the order of the said James Williams in three (3) years from the date thereof at the National Bank in the City of Lawrence and State of Kansas with interest at the rate of 8 per cent per annum from date until said principal sum is fully paid said interest to be paid semiannually on the 1st days of April and of October in each and every year said several installments of interest being further specified by six interest notes or coupons of even date herewith attached to the said note and payable at said National Bank in the City of Lawrence Kansas

And in and by said promissory note it is agreed that if default be made in the payment of any one of the installments of interest aforesaid at the time and place aforesaid then at the election of the legal holder of said note the said principal sum of Four Hundred Dollars shall at once become due and payable anything therein before contained to the contrary notwithstanding such election to be made at any time after the expiration of three days without notice

The following is endorsed on the original; "The foregoing instrument is a mortgage under the name of James Williams. It was executed, and held according the above terms by these present James G. Davis witness. The said mortgage secured, and held according the above terms of James G. to discharge the same of record. In witness whereof I have countersigned at my house or lawrance, in Douglas Co. Kans. This 20th day of November A.D. 1853.