

This Indenture Made this Thirtieth day of April in the year of our Lord one thousand eight hundred and eighty two between Aronsted Smith <sup>and</sup> Delphia his wife of Clinton Township in the County of Douglas <sup>and</sup> State of Kansas of the first part and Henry Stevens of the same place 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 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, The South half of the South half of the North West quarter of Section No. Thirteen (13), in Township No. Thirteen (13), of Range No. Nineteen (19), containing 40 acres more or less, 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 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 one year from <sup>the</sup> date hereof with interest thereon at twelve percent per annum according to the terms of one certain promissory note this day executed and delivered by the said Aronsted Smith 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 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 surplus if any then be

Lamorne Kansas May 12<sup>th</sup> 1885  
 I hereby acknowledge payment in full of the within  
 mortgage and hereby release the same of record  
 Aronsted Smith  
 Henry Stevens