

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and Eighty seven between Williams S. Harding and his wife, Mary S. Harding of Marion in the County of Douglas, and State of Kansas, of the first part, and Mary M. Lewis of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of Two hundred and fifty 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 parties of the second part, their 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 half of the South East quarter of Section Twelve (12) Township Twitten (T) Range Seventeen (T) with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Williams S. Harding do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and he does further expressly waive all benefits of Homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statutes in pursuance thereof. This Indenture is intended as a Mortgage to secure the payment of the sum of Two hundred & fifty Dollars, according to the terms of one certain Note this day executed and delivered by the said Williams S. Harding and Mary S. Harding to the said Mary M. Lewis payable at the Office of B. Grover & Son Lawrence Mo. as follows, to wit: Two hundred & fifty dollars on the 11th day of April 1899 with the interest thereon, at 4 per cent per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or the taxes, 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 a reasonable attorneys fee for foreclosure of this mortgage, the said fee to be due

The following is recorded on original instrument.
In consideration of full pay-
ment of the within mortgage
I hereby release the same this
..... day of May, 1891
Mary M. Lewis

Recorded May 1, 1891, at 11 o'clock P. M. James Bronko Register & Clerk

The following is recorded on the original instrument
Lawrence State May 12 1891