

This Indenture, Made this 5th day of December in the year of our Lord one thousand eight hundred and eighty six between Joseph A. Stewart and Elizabeth Stewart his husband and wife of _____ in the County of Douglas and State of Kansas of the first part, and T. H. Fitzpatrick of the second part:

Witnesseth that the said parties of the first part, in consideration of the sum of Eight Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 East half of South West quarter of Section One (1) Township Twelve (12) Range Seventeen (17) Eighty acres.

also, commence at the North West corner of the East half of the North East quarter of Sec Twelve (12) Township Twelve (12) Range Seventeen (17): South Forty Eight and two thirds ($48\frac{2}{3}$) Rods; East to the East line of West half of North West quarter of Sec. Seven (7) Township Twelve (12) Range Eighteen (18) One Hundred Thirty One and one half ($131\frac{1}{2}$) rods; North ($48\frac{2}{3}$) Forty Eight and two thirds rods; West one hundred thirty one and one half ($131\frac{1}{2}$) Rods to beginning. with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph A. Stewart does 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred dollars one year after date with interest from date at nine per cent per annum; according to the terms of one certain promissory note this day executed and delivered by the said Joseph A. Stewart and Elizabeth Stewart 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

The following is entered on the original instrument
 Big Springs Kansas Jan 19th 90
 The said Mortgage has been satisfied
 T. H. Fitzpatrick
 Recorded January 19th 1890
 Duns Brothers
 Register of Deeds