

The following is endorsed on the original instrument
 #52912. Lawrence Kansas Dec. 10 1894. Received of P. J. Peterson
 Two hundred & twenty nine & 1/2 in full satisfaction
 of the within mortgage
 Emma C. Madson
 formerly Emma C. Peterson
 Recorded & indexed in the 1894
 volume of mortgages
 in Lawrence Kansas

This Indenture made this sixth day of April in the year of our Lord one thousand eight hundred and eighty-seven between P. J. Peterson and Mary Peterson his wife of the county of Douglas and State of Kansas of the first part, and Emma C. Peterson of Lawrence Kansas of the second part. Witnesseth, that the said parties of the first part, in consideration of the sum of Eighteen 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 her heirs and assigns forever all that tract or parcel of land situated in the county of Douglas & State of Kansas described as follows, to wit,

Commencing at the north east corner of the north east quarter of Sec. No. 26. in township N. 12. south of range No. 19 east, thence running south on east line of said quarter section forty (40) rods, thence west one hundred and fifty (150) rods, thence north forty (40) rods to the north line of said quarter Sec. thence east (150) one hundred and fifty rods to the place of beginning, and containing thirty seven and one half (37 1/2) 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 here granted and seized of a good and indefeasible ^{estate} inheritance therein free and clear of all encumbrances. This grant is intended as a mortgage to secure the payment of the sum of Eighteen Hundred Dollars, in five (5) months from the date, with interest from date until paid at the rate of eight per cent per annum, according to the terms of the certain promissory note, this day executed and delivered by the said parties of the first part 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 her ~~executors~~ administrators & assigns at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraised 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 sales to retain the amount then due for principal and interest, together with the costs & charges of making such sale, and the surplus if any there be, shall be paid by the party making such sale, on demand to the said parties of the first part, their heirs and assigns.

In witness whereof the said parties of the first part have hereunto set their hands & seals, the day and year first above written.

Signed & delivered in presence of

P. J. Peterson

Mary Peterson

(over)