

This Indenture made this first day of April in the year of our Lord one thousand eight hundred and eighty seven, between Byron Porter and Elmira Porter, husband and wife, in the county of Douglas and State of Kansas, of the first part and The Western Farm Mortgage Company of Lawrence Kansas, of the second part Witnesseth, that the said party of the first part in consideration of the sum of seventy five dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and convey to the said party of the second part its representatives or assigns forever all that tract or parcel of land situated in the county of Douglas and State of Kansas described as follows to wit. All of block thirty nine (39) (lots one (1) to twelve (12) inclusive) in the town of Clinton. Also blocks sixteen (16) seventeen (17) eighteen (18) nineteen (19) twenty (20) twenty-one (21) forty (40) forty-four (44) and forty-five (45) in the vacated part of the town of Clinton and containing thirty eight (38) acres more or less. To have and to hold the same together with all the hereditaments and appurtenances and all the estate title and interest of the said party of the first part therein forever.

This grant is intended as a mortgage to secure the payment of the sum of seventy five dollars according to the terms of ten notes of even date herewith this day executed and delivered by the said party of the first part to the said party of the second part, payable at the Third National Bank, in New York City, as follows, to wit. Seven ⁵⁰/₁₀₀ dollars on the first day of October 1887. Seven ⁵⁰/₁₀₀ dollars on the first day of April 1888 and seven ⁵⁰/₁₀₀ dollars on the first days of October and April in each year, until the whole sum is fully paid; and this conveyance shall be void if such payment be made as herein specified - But if default be made in such payment, or in any part thereof, or any interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole sum shall become due and payable at the option of the party of the second part. And the said party of the first part hereby authorize and fully empower the said party of the second part its representatives or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof in the manner prescribed by law, appraisement hereby waived; and out of all the moneys arising from such sale to retain the amount then due for principal or interest, together with the costs and charges of making such sale, and any moneys advanced for the payment of taxes or other liens, and a reasonable sum as attorneys fees for foreclosure of this mortgage, the said fees to be due and payable on filing petition for foreclosure and the surplus, if any there be, shall be paid by the party making such sale, on demand to the said party of the first part their heirs or assigns.

Witness Whereof, the said parties of the first part hereunto set their hands and seals the day and year first above written.

Witness to signatures

J. H. Bullock
James Brooks

Byron ^{hus} Porter
Elmira ^{wife} Porter




(over)