

This Indenture, Made this 1st day of May in the year of our Lord, one thousand eight hundred and eighty seven, between Mrs. Mary A. Griffith David Griffith Mary J. Boone & Mary J. Griffith, George H. Griffith Nellie Griffith Elisabeth Griffith & Ernest C. Griffith all of Wakarusa Sp. in the County of Douglas and State of Kansas of the first part, and Miss M. E. Baird of Wellsville Ohio of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred & 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 party of the second part her 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 North East Quarter of Section twenty six (26) Town Thirteen (13) Range Thirteen (13)

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 jointly and severally do hereby covenant and agree that at the delivery hereof they were 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 Three hundred & fifty Dollars according to the terms of a certain Coupon Note this day executed and delivered by the said Mary A. Griffith George Griffith & David Griffith 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 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 sales, 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 there be, shall be paid by the party making such sale, on demand, to the said Parties of the first part their executors administrators heirs and assigns.

For Affdnt see
Blk 78, Page 138.

The following is involved in the original instrument
The note herein described having been paid in full. This mortgage is hereby
released and the lien thereby created discharged.

Witness my hand this tenth day of May, A.D. 1890

John Johnson Agt. & Adly for
Miss M. E. Baird

Recorded May 10, 1890
John Johnson Agt. & Adly for
Miss M. E. Baird