

This Indenture, Made this 12th day of May in the year of our Lord one thousand eight hundred and eighty seven between F. B. Hess and Sadie Hess his wife of Clinton in the County of Douglas, and State of Kansas, of the first part, and Pamela G. Homer and Louisa A. Harrington of Toledo Ohio of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 West half of the South East quarter of Section Thirty four (34) Township Thirteen (13) Range Eighteen (18) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said F. B. Hess 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 and he does further expressly waive all benefits of Homestead provided by Section 9 Article 16 of the Constitution of the State of Kansas or any statute in pursuance thereof.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars, according to the terms of One certain Note this day executed and delivered by the said F. B. Hess and Sadie Hess to the said Pamela G. Homer and Louisa A. Harrington payable at the office of G. Grovenor & Son Lawrence Ks as follows, to-wit:

One thousand dollars on the twelfth day of May 1892. with the interest thereon, at 8 per ct. per annum to the said parties 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, 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 parties of the second part, their executors, administrators and assigns, at any

In consideration of full payment of the within mortgage I hereby release the same this

11th day of March 1898

Fra. E. Putter Executor of the will of the will

of the late Pamela G. Homer, (deceased)

Recorded March 4th 1889. G. P. Garrison Register of deeds