

This Indenture, Made this 15th day of September in the year of our Lord one thousand eight hundred and eighty seven, between Michael Katherman and Ellenor Katherman his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and A. B. Johnson of the State of Ohio of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of One hundred and eighteen and $\frac{30}{100}$ Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following 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 west quarter of Section Thirty six (36) in Township Thirteen (13) of Range Eighteen (18) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein above granted, and seized of a good and indefeasible estate of inheritance therein; that they have good right to sell and convey said premises, subject however to a prior mortgage for \$600⁰⁰ of this date, Feb'y 25th 1887 made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred Eighteen and $\frac{30}{100}$ Dollars according to the terms of one certain mortgage note this day executed by the said parties of the first part all dated Sept. 15th 1887, payable to A. B. Johnson or order, at the Merchants National Bank in Lawrence, Kansas, with New York Exchange.

Now, If such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or in the taxes or assessments, or if default be made in the payments upon the first mortgage, or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of 12 percent, per annum computed annually on

The following is endorsed on original indenture:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Witnessed My hand this 9th day of March, 1892

A. B. Johnson

Recorded March 12, 1892 at 11 o'clock

by James Brooks, Register of Deeds