

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, his 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 East half (1/2) of the North East quarter (1/4) of Section No thirteen (13) in Township No thirteen (13) of Range No Seventeen (17) East of the 6th P.M. 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free & clear of all incumbrances, save & except a certain Mortgage dated March 24th 1886 for one thousand & thirty four dollars to W. J. Cummings.

This Grant is intended as a Mortgage to secure the payment of the sum of Two thousand Dollars, according to the terms of two certain promissory notes this day executed and delivered by said E. M. Freeman & Winnie E. Freeman to the said party of the second part; payable at Belvoir Kansas as follows, to-wit:

No. 1. for four hundred dollars on the 1st day of March 1889 No. 2. for sixteen hundred dollars on the 1st day of March 1893 with interest thereon, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment of any part thereof, or interest thereon or the taxes, or if the insurance is not kept up thereon, then this conveyance shall be absolute and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators 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 or not at the option of the party of the second part his 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said E. M. Freeman and Winnie E. Freeman heirs and assigns.

In Witness whereof, the said parties of the first part have hereunto set their hands this 3rd day of March in the year of our Lord eighteen hundred and eighty eight.

E. M. Freeman [seal]
Winnie E. Freeman [seal]

The following is recorded on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the land hereby created discharged

Recorded March 2nd 1893

Joseph H. Freeman

Recorded March 2nd 1893