

This Interventure, Made this 5th day of September in the year of our Lord one thousand eight hundred and Eighty eight between A. Haldeman and E. B. Haldeman his wife of Clinton in the County of Douglas and State of Kansas, of the first part, and J. D. Peace of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred (\$300) 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 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 North East quarter of Section Nineteen in Township No. Fourteen & South of Range No. Eighteen & East of the 6th P.M. containing 160 acres more or less with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Grantors do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and are of a good and indefeasible estate of inheritance therein free and clear of all encumbrances except a Mortgage of \$600 and Commission Mortgage to National Loan & Trust Company dated Nov 5, 1886.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms certain noted this day executed and delivered by the said A. Haldeman to the said party of the second part. Payable in four years without interest at ten percent per annum payable annually, and this conveyance shall be void if such payments be made as herein specified.

If by default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up, then or otherwise than this conveyance shall become 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 and assigns at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, afforestation hereby waived or not at the option of the party of the second part, his executors, administrators or assigns, and out of all the money arising from such sale to retain the amount then due for principal and interest together with the cost and charge of making each sales and the overplus, if any there be, shall be held by the party making

The following is enclosed on the original instrument
#36963 - Deed recd. from Mr. J. D. Peace
the intituted named mortgor re sum of three hundred dollars
and 50 dollars in full satisfaction of the aforesaid mortgage
J. D. Peace

Recorded hereto
2nd Month
1889