

The following is endorsed on the original instrument -

#135 - Lawrence Hann Dec 10, 1890

Received of Samuel Mayorswinkle the within and contained mortgage
the sum of Seventy five dollars in full satisfaction of the within mortgage
Recorded September 10th 1890
C. J. Parker

This Indenture, Made this 6th day of December in the year of our Lord one thousand eight hundred and eighty eight between Samuel Mayorswinkle an unmarried man of Clinton in the County of Douglas and State of Kansas, of the first part, and C. J. Parker of the second part;

Witnesseth, That the said party of the first part, in consideration of the sum of Seventy Five Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lots Nos Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) and Ten (10) in Block No Thirty nine (39) in Bloomington in said County with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel Mayorswinkle 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 that he will warrant and defend the same against all claims whatsoever, This Grant is intended as a Mortgage to secure the payment of the sum of Seventy Five Dollars, according to the terms of one certain promissory note this day executed by the said Samuel Mayorswinkle to the said party of the second part, said note being given for the sum of Seventy Five Dollars dated Dec 6 1888 due and payable in Two years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereunto attached. And this conveyance shall be void if such payments be made on said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof and to keep the said premises insured in favor of the said mortgagee in the sum of One thousand Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of twelve per cent. per annum. But if default be made in such payments or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up therein, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part,