

This Indenture, Made this 1<sup>st</sup> day of March, in the year of our Lord one thousand eight hundred and eighty nine between Theodore Clark and Alvia Clark his wife of Wellville in the County of Franklin and State of Kansas of the first part, and Joseph L. Hughes of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Six Hundred (\$600<sup>00</sup>) 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 N.W. 1/4 of Section Three (3) Township Fifteen (15) Range Twenty one (21) containing One Hundred Fifty seven acres more or less with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said party 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 and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred (\$600<sup>00</sup>) Dollars, according to the terms of a certain Note<sup>2d</sup> Coupon this day executed and delivered by the said Parties of the first part to the said party of the second part; payable at Residence of payee March 1<sup>st</sup> 1890 with ten per cent interest from date as follows, to wit:

Six Hundred dollars on the 1<sup>st</sup> day of March 1890

Thirty dollars on the 1<sup>st</sup> day of March 1890 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, 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 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 money arising from such sale 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 party of the first part, heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands this 9<sup>th</sup> day of March, in the year of our Lord eighteen hundred and eighty nine.

The following is enclosed on the original instrument  
Show all given by these presents, That is Joseph L. Hughes the mortgagor and his second  
do hereby acknowledge full payment of the note before giving this mortgage and  
witnessed the Register of Deeds of Douglas County Kansas to discharge the same of record Feb 27 1890  
Joseph L. Hughes  
Recorded February 27th 1890  
Alice Brooks