

This Indenture, Made this Fourth day of May in the year of our Lord one thousand eight hundred and eighty nine between John H. Wilder Executor and Trustee under Will of Lawrence in the county of Douglas and State of Kansas, of the first part, and Lucretia Butler of the second part:

Witnesseth That the said party of the first part, in consideration of the sum of One Thousand 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, her heirs and assigns forever, that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to wit: Lots Twenty Eight (28) & Thirty (30) on Kentucky Street with the appurtenances, and all the estate title and interest of the said party of the first part therein. And the said John H. Wilder does hereby covenant and agree that at the delivery hereof he 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 One Thousand Dollars, according to the terms of One certain promissory note this day executed by the said John H. Wilder to the said party of the second part, said note being given for the sum of One Thousand Dollars dated May 4<sup>th</sup> 1879 due and payable in five years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in 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, interest 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 abovescribed premises, and shall bear interest at the rate of 12 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 thereon, 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, and

The following is indorsement on original instrument  
The note herein described having been paid in full this Mortgage  
is hereby released and the law should be satisfied  
As witness my hand this 12<sup>th</sup> day of July A.D. 1891  
At Office of my Notary Public  
John H. Wilder, Executor

Received July 12<sup>th</sup> 1891. W. Johnson Agent of  
Bank of America