

The following is endorsed on the original instrument
 \$250.00 Lawrence, Mo. 20th May 1891. Retained of J. F. Wellman the author named
 Mortgage for the sum of Two hundred and 25 dollars, in full satisfaction of the within mortgage
 Hugh Blair

acquired by attorney for collection
 of W. P. Elliott of the mortgage

Recorded Jan 29th 1893
 James C. Davis
 Clerk of the Court

This Indenture, Made this Twentieth day of May in the year of our Lord one thousand eight hundred and eighty nine between J. F. Wellman and Abiah J. Wellman husband and wife, both of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and W. P. Elliott of the second part.

Witnesseth that the said parties of the first part, in consideration of the sum of Two hundred and Fifty 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 Twelve (12) acres of the West Twenty (20) acres of the South half (1/2) of the South West quarter (1/4) of Section Thirty six (36) in Township Twelve (12) of Range Nineteen (19) in Douglas County, and State of Kansas 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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 Two hundred and Fifty Dollars Dollars according to the terms of One certain promissory note this day executed by the said Parties of the First Part to the said party of the second part, said note being given for the sum of Two hundred and Fifty Dollars dated 20th May 1889 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 hereto attached. And this conveyance shall be void if such payments to be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree 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 mortgage in the sum of Dollars in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and according to penalties, interest and costs, and insure the same at the expense of the parties 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. And in case of default in the payment of any interest, coupon herein covenanted to be paid for the period of ten days after the same becomes due, or in default of performance of any covenant herein contained, the said parties of the first part agree to pay to the party of the second part, or his administrators or assigns, interest at the rate of twelve per cent per