

This Indenture, Made this 15<sup>th</sup> day of May in the year of our Lord, one thousand and eight hundred and eighty nine between R. S. Petefish and Mattie Petefish, his wife, of Douglas County, Kansas of the first part and W. C. Beardley, of Auburn, New York of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Thousand Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the following described piece and parcel of land lying and situate in the Township of Grant, <sup>County of</sup> Douglas and State of Kansas, to-wit:

The South West quarter of section No Five (5), in Township No Twelve (12) South of Range No Twenty (20) East of the 9th Principal Meridian, containing One hundred and sixty (160) acres of land, more or less, and being the homestead of the parties of the first part to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the party of the second part and to his heirs and assigns forever. 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 in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Parties of the first part are justly indebted unto the said W. C. Beardley, in the principal sum of One Thousand Dollars lawful money of the United States of America, being for a loan thereon on the day and date

hereof made by the said W. C. Beardley, to the said Parties of the first part and accrued to be paid by the certain promissory note of the said Parties of the first part

bearing even date herewith, payable to the order of the said W. C. Beardley, in two (2) years from the date thereof, at his office in the City of Auburn, and State of New

York, with interest after maturity, or default in payment of interest, at the rate of twelve per cent, per annum until the said principal sum fully paid.

The interest on said note from date to maturity, or default is to be paid semi-

annually, on the 15<sup>th</sup> day of May and of November in each and every year, and is specified by interest notes or coupons of even date herewith, attached to the

said note and payable at said office of W. C. Beardley, in the City of Auburn, New

York, and in and by said promissory note it is agreed that if default be made in the payment of any interest coupon at maturity, then the said principal sum of One Thousand Dollars with all the interest thereon, shall im-

mediately become due and payable.

That the following is endorsed on the original instrument:  
S. J. Beardley - The Mortgage witness named, hereby acknowledging complete satisfaction  
of the debt by the written mortgage secured and acknowledged before me,  
County Clerk, to discharge said mortgage of record - Soled this 12<sup>th</sup> day of November A.D. 1891  
W. C. Beardley - C. L. Beardley

Recorded November 17th 1891  
Josephine Beardley - C. L. Beardley