

This Indenture, Made this 20th day of May in the year of our Lord, one thousand eight hundred and eighty nine, between George R. Siggitt and Polenag. E. Siggitt (being of lawful age,) of the County of Douglas, and State of Kansas, of the first part, and Abraham Kilworth of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Four hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: the West half of the North west Quarter of Section Six (6) in Township Fourteen (14) of Range Twenty one (21) the interest hereby conveyed being an undivided one half of said land, subject however to certain prior liens upon the land, made and executed by E. H. Pierson and wife and G. N. Joy and wife 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 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; that they have good right to sell and convey said premises, subject however to prior mortgages for \$500.00 and \$800.00 made by G. N. Joy and wife and E. H. Pierson and wife, which are duly recorded in the office of the Register of Deeds of Douglas Co.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars, according to the terms of two certain mortgage notes this day executed by the said George R. Siggitt all dated May 20th 1877, payable to Abraham Kilworth or order, at the Douglas County National Bank.

And if such payment be made as herein specified, this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or in the taxes or assessments, or if default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum contracted to be paid, for the period of ten days after the same becomes due, the said first parties, agree to pay to said second party and his assigns interest at the rate of 10 per cent. per annum computed annually on said notes from date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of 10 per cent.; but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all such payments, with interest at ten per cent., in any suit for foreclosure of this mortgage.

The following is endorsed on the original instrument
Thomas W. who having described have their paid on full I have in cube
in the satisfaction of this mortgage. As stated my husband this 17th day of May 1892
Abraham Kilworth
by John L. Kilworth
his Attorney in fact

Recorded June 22nd 1892
J. W. B. B. B.

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 17th day of May 1892