

This Indenture, Made this First day of July A.D. 1889 between Levi Williams and Sabella G. Williams his wife of Shawnee County, in the State of Kansas of the first part, and The Kansas Loan and Trust Company, of Shawnee County, in the State of Kansas of the second part.

Witnesseth, That said parties of the first part in consideration of the sum of Eighty Dollars, the receipt of which is hereby acknowledged, do by these presents grant bargain, sell, and convey unto said party of the second part, its heirs and assigns all the following described Real Estate situated in the County of Douglas and State of Kansas to wit: The East half of the Southwest quarter of Section No. Twenty-two (22) in Township No. Thirteen (13) South of Range No. Eighteen (18) East of the 1st P.M. containing Eighty (80) Acres, more or less.

To Have and to hold the same together with all and singular the tenements hereunto, and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this special condition that where as said Levi Williams and Sabella G. Williams have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Eighty Dollars, bearing even date herewith, payable at the office of The Kansas Loan and Trust Company, Topeka, Kansas, in equal installments of Eight Dollars, each, the first installment payable on the First day of January 1890, the second installment on the First day of July 1890, and one installment on the First day of January and July in each year thereafter, until the entire sum is paid, And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable and shall draw interest at the rate of 10 percent per annum from the date of said note until fully paid. All appraisement and stay laws waived.

And if said Levi Williams and Sabella G. Williams shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above recited note mentioned together with the interest thereon, according to the sums and tenor of the same; then these presents shall be wholly discharged, void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents do become due and payable, and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree upon default of the above covenants and conditions, or any one either of them to pay the sum of Ten Dollars, to the mortgagee or its assigns, as Attorney's fees for the foreclosure of this mortgage, which sum shall be a lien upon said premises added to the amount of said obligation.

Topeka, Kan 7/1/1894

The conditions of within Mortgage having been fully satisfied, the same is hereby released.

Recorded Aug 7, 1894 at 12:00 o'clock P.M. James Brooks, Register of Deeds, Shawnee County, Kansas.

(33)

The following is sworn on original instrument