

Witnesseth that the said party of the first part, in consideration of the sum of Two hundred 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, 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 East half of the Southeast quarter of Section number Thirty five (35) Township number Fourteen (14) Range number Seventeen (17) with the appurtenances, and all the estate title and interest of the said party of the first part therein. And the said Mason G. Harding does hereby covenant and agree that at the delivery hereof he is 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 he does further expressly waive all benefits of Homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Mason G. Harding to the said Mary A. Lewis payable at the office of H. Grover or R. B. Lawrence. as follows, to wit:

Two hundred dollars on the	31 st day of	July	1891
dollars on the	day of		18
dollars on the	day of		18
dollars on the	day of		18
dollars on the	day of		18
dollars on the	day of		18

with the interest thereon, at 5 per cent per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, her executors, administrators and assigns at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, of appraisal hereby waived or not, at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount due for principal and interest, together with the costs and charges of making such sale, and reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Mason G. Harding his heirs or assigns.

In Witness Whereof The said party of the first part, has hereunto set his hand

The following is in accordance with the original instrument
for consideration of full payment of the within mortgage
I hereby release the same this 1st day of August 1891

Mary A. Lewis

Recorded August 12 1891

James Brooks
Register of Deeds