

This Indenture, Made this Fourth day of January in the year of our Lord one thousand eight hundred and eighty Nine between Elizabeth Deffe of Palmira in the County of Douglas and State of Kansas of the first part, and Charlotte Rodwell of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Five hundred and twenty five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents does grant, bargain, sell and mortgage to the said part y of the second part her 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 South half of the South East Quarter (1/4) of Section No. 24 of Township No. 10 North and Range No. 10 West of the 1st P. M. Containing 32 Acres 5 Acres having been sold off the South East Corner

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Elizabeth Deffe does hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and twenty five Dollars according to the terms of note given this day executed and delivered by the said Elizabeth Deffe to the said part y of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y 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, appraisement hereby waived or not at the option of the part y of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Elizabeth Deffe heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Elizabeth Deffe (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 4<sup>th</sup> day of January, A. D. 1889, before me, A. L. Packy, a Notary Public in and for said County and State, came Elizabeth Deffe widow to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 7 1891. A. L. Packy Notary Public.  
Recorded Jan 23 A. D. 1889, at 10 o'clock A M.

James Brooks  
Register of Deeds.

This instrument is intended as a mortgage to secure the payment of a note given by the said part y of the first part, and in consideration of another mortgage executed this 1st day of Jan 1889 of which plan the within mortgage and is a part of the same. Recorded Aug 21, 1891 at 10:30 o'clock AM. James Brooks Register of Deeds of Douglas County, Kansas.

This instrument is intended as a mortgage to secure the payment of a note given by the said part y of the first part, and in consideration of another mortgage executed this 1st day of Jan 1889 of which plan the within mortgage and is a part of the same. Recorded Aug 21, 1891 at 10:30 o'clock AM. James Brooks Register of Deeds of Douglas County, Kansas.