

This Indenture, Made this Second day of March in the year of our Lord one thousand eight hundred and eighty-nine between Alice Clark and John C. Clark her husband of _____ in the County of Douglas and State of Kansas of the first part, and Wesley Chapman, of Clinton Illinois of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Sixteen DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do 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: So much of the South fractional half of the North West fractional quarter of Section No. Eighteen (18) in Township No. Twelve (12) South, of Range No. Twenty (20) East, as lies East of the Union Pacific Railway, containing Nine (9) acres of land, more or less

with all 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 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.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Sixteen Dollars

according to the terms of the certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in two years from date, with interest from date until paid at the rate of eight per cent per annum

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, or 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 party of the second part his 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 party of the second part his 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 party of making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Alice Clark (SEAL.)

John C. Clark (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 2^d day of March, A. D. 1889, before me, Wm. S. Sinclair, a Notary Public in and for said County and State, came Alice Clark and John C. Clark her husband 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. 13 1890. Wm. S. Sinclair Notary Public.

Recorded March 2nd A. D. 1889, at 1³⁰ o'clock P. M.

James Brooks
Register of Deeds.

See Release in Book 26 Page 107

See Release in Book 31 Page 500