

This Indenture, Made this 7 day of May in the year of our Lord one thousand eight hundred and eighty nine between J. C. Piffert and Mary Piffert his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Mary Lewis of New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen hundred 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 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 North West Quarter of Section Four Township Fifteen Range Nineteen (19) E. of the 6th 9th M. containing One hundred and fifty acres 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 J. C. Piffert 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

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said J. C. Piffert to the said party of the second part: payable five years after date with interest payable annually at the rate of seven and one half per cent according to five interest coupons attached to said note.

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 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 party 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 party making such sale on demand to the said J. C. Piffert 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

H. B. Piffert

J. C. Piffert

(SEAL.)

Mary Piffert

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas

} ss.

Be it Remembered, That on this 7 day of May, A. D. 1889, before me, H. B. Piffert a Notary Public in and for said County and State, came J. C. Piffert and Mary Piffert husband and wife 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 Dec-12-1893.

H. B. Piffert

Notary Public.

Recorded May-13 A. D. 1889, at 11 o'clock A. M.

Anna Brooks

Register of Deeds.

The following is entered on original instrument
 Received of bank \$1000.00 for the within named mortgage the sum of \$1000.00 and interest thereon
 in full satisfaction of the within mortgage
 Recorded Sept 7-1889 at 12 o'clock P.M. in Book 12 of Mortgages at Page 188
 by Augustus W. P. from
 Lawrence, Kas. Sept 9, 1889.

Recorded May 18, 1891
 The notes herein described having been paid in full, this mortgage is hereby
 released, and the same hereby created discharged. On witness my hand, this
 13 day of May A.D. 1891
 In witness whereof I have hereunto set my hand and seal this 13 day of May A.D. 1891
 H. B. Piffert