

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 him 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 East quarter of the fourth East quarter of Section No. Thirteen (13), in Township No. fourteen (14) North, of Range No. Nineteen (19) East of the 6th principal meridian, containing forty acres of land, more or less

with all the appurtenances, and all the estate, title and interest of the said part 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 and will warrant & defend the same in the quiet & peaceable possession of 2d party, her heirs & assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars, in five years  
from the date \_\_\_\_\_ according to the terms of \_\_\_\_\_ a \_\_\_\_\_ certain \_\_\_\_\_ promise or note \_\_\_\_\_ this day executed and delivered by the  
said \_\_\_\_\_ parties of the first part \_\_\_\_\_ to the said part \_\_\_\_\_ of the second part:  
with interest after maturity or day, if, at the rate of ten per cent, per annum,  
the interest from date to maturity being evidenced by 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 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 party 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 party y 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*

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25 day of October, A. D. 1889, before me, Walter C. Dallas, a Notary Public in and for said County and State, came E. R. Crader and Ellen Jane Crader, his wife, who appeared to me personally known to be the same person as 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 15 1890. Chester E. Dallas Notary Public.

Recorded 11-10-1917 at A. D. 1007, at 1 o'clock P. M.  
*James Brooks*

The following is endorsed on the original:

"The note herein described, bearing 'Cash paid in full' this mortgage is hereby released, the the said mortgagee discharged - do witness my hand this 6 day of

Recorded Sept 1st 1893  
"arrived" and 1892 (sic) = George G. Coleman  
by Mrs. L. S. Long for selection  
J. M. Brown

In consideration of full payment of the within mortgage I hereby release the same this 6.....day of March, 1893

Edith  
Anna Brooks.