

of the Homestead Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first parties agrees to pay to the said second party and its assigns interest at the rate of ten per cent per annum, computed annually, on said principal note from the maturity thereof to the time when the money shall be actually paid.

In Testimony Whereof the said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Executed & delivered in the presence of:

John Beard

Milo Emery

State of Kansas
Deage County, ss.

James H. Weimer

Clemmie Weimer

Noah H. Weimer





Be it Remembered, That on this First day of November A.D. Eighteen Hundred and eighty nine before me, the undersigned, a Notary Public in and for said County and State, came James H. Weimer and his wife Clemmie Weimer and Noah Weimer single who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. And he, the said Noah H. Weimer declares himself to be single and unmarried.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

My notarial commission expires October 4th 1890.



Milo Emery N.P.
Deage County, Kansas.

Recorded Nov. 5, 1889 at 5 o'clock P.M.

James Brooks
Register of Deeds

This Indenture, Made this 26th day of October in the year of our Lord one thousand eight hundred and Eighty Nine between Horace D. Herr and Mary A. Herr his wife of McPherson in the County of McPherson and State of Kansas of the first part, and M. L. Winter of Tecumseh Kan of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of Two 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