

This Indenture, Made this Third day of December in the year of our Lord one thousand eight hundred and eighty nine, between David C. Mack (widower) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Joseph E. Riggs as Guardian of Ellen C. Mills of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of One thousand Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part his successors 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 East One hundred and fourteen and $\frac{63}{100}$ (114 $\frac{63}{100}$) acres of the South West quarter of Section No. Two (2) in Township No. Fifteen (15) of Range No. Twenty (20) East of the 6th principal meridian, being all of said quarter section which lies East of the Shawnee Reservation line running through said quarter section with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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, and that he will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars, due and payable in five years from date thereof, with interest thereon from date at Eight percent per annum, according to the terms of one certain promissory note this day executed and delivered by said David C. Mack to the said party of the second part, and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of Five hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as well effect such insurance at the expense of said first party, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve percent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and therein

In consideration of full payment of the debt secured by this mortgage,
I hereby discharge the same of record this 7 day of December 1891

Joseph E. Riggs
Guardian of Ellen C. Mills

Attest
Miss Brooks
Register of Deeds