

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



Robert Doak

Notary Public

Commission expires 23rd day of September 1891.

Recorded December 17, 1889 at 10¹⁵ o'clock A.M.

James Brooks
Register of Deeds.

This Indenture, Made this Thirtieth day of December in the year of our Lord, one thousand eight hundred and eighty nine between Susannah L. Simmons (widow) and Fremont L. Simmons and Elizabeth Simmons his wife of Leocompton in the County of Douglas and State of Kansas, of the first part and William Nicholson 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 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: Lots Forty five (45) Forty six (46) Forty seven (47) Forty eight (48) in Block Thirty eight (38) in the City of Leocompton Douglas Co. Kansas, with 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 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 they 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 Two hundred Dollars, according to the terms of one certain promissory note this day executed by the said Parties of the first part to the said party of the second part. Said note being given for the sum of Two hundred Dollars dated Dec. 13th 1889 due and payable in Three years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the

The following is recorded on the original instrument
\$200.00 Oct 10th 1890. Received of Mrs. Susannah L. Simmons
the within named mortgage for the sum of two hundred dollars in full
satisfaction of the within mortgage
William Nicholson

Recorded September 11th 1890

James Brooks

Register of Deeds