

This Indenture Made this 23^d day of December in the year of our Lord one thousand eight hundred and eighty nine, between Houston Nesbitt + Maria J. Nesbitt his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and and Ishmael Keith of North Lawrence Kansas party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen Hundred + Fifty (\$1850⁰⁰) 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: The E. 1/2 of N. E. 1/4 of L. E. 1/4 of Sec 19 Tp 12 Range 20 Douglas County Kansas containing (5 acres) also beginning 20 Rods West of N. E. corner of the L. E. 1/4 of the L. E. 1/4 of Section 19 Tp 12 Range 20 South 40 rods West 76 rods North 40 rods, East 76 rods to beginning, containing Nineteen acres (19 acres) also commencing at a point (32 rods) North of the L. W. corner of the L. W. 1/4 of Section 20 Tp 12 Range 20, thence East 40 rods, North 28 rods, West 40 rods, South 28 rods, to place of beginning containing seven (7) acres with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part does 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 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 Eighteen Hundred + Fifty (\$1850) Dollars, due and payable in Three 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 Houston Nesbitt + Maria J. his wife 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. coupon Notes for Int. there-to attached + made a part hereof.

And the said parties of the first part hereby agree 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 consideration of full payment of the within mortgage I hereby release the same this 23^d day of Dec. 1891.....

Given Keith Representative
of the Estate of Ishmael Keith
Attest James Brooks
Register of Deeds