

affixed my official seal on the day and year last above written.

E. B.

Geo A. Banks

My commission expires Dec 12th 1892.

Notary Public

Recorded March 21, 1890 at 2⁴⁵ o'clock P.M.

James Brooke

Register of Deeds.

This Indenture, Made this Twenty first day of March in the year four and one thousand eight hundred and Ninety between John M. Burman & Etta Burman his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Geo. Smith of the second part:

Witnesseth, That the said party, the of the first part, in consideration of the sum of Five hundred & Twenty dollars 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 North 5 1/2 acres of the S. E. q. of Sec. No. 7 Township 14 Range No. 20, 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 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred & Forty dollars Dollars, according to the terms of Three certain Notes this day executed by the said John M. Burman & Etta Burman to the said party of the second part: One Note of One hundred & eighty dollars due April first 1896 One Note of One hundred & eighty dollars due April first 1897 One Note of One hundred & eighty dollars due April first 1898 with int from date of seven % Payable annually.

And this conveyance shall be void if such payment be made as is 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 shall be due and payable, and it shall be lawful for said party of the second part, his 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

Notary Public in and for the State of Kansas

In consideration of full payment of the within mortgage

I hereby release the same this

21st day of October, 1890

Geo. A. Banks

Recorded Oct 27, 1890 at 1¹⁰ o'clock P.M. James Brooke Register of Deeds

Witness
Sam C. Smith