

This Indenture, Made this Twenty Second day of September in the year of our Lord one thousand eight hundred and Ninety, between Gilbert H. Morgan and R. E. Morgan his wife of Grant Township in the County of Douglas and State of Kansas, of the first part, and Emily H. Mason of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 heirs and assigns forever, all that tractor parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The North East Quarter of the North West Quarter of Section No Nine (9) in Township No. Twelve (12) of Range No. Twenty (20) containing forty (40) acres of land more or less 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 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 Four Hundred Dollars, due and payable in one, two and three years, <sup>from date</sup> December 25, 1890, with interest thereon from date hereof at seven per cent per annum, according to the terms of three certain promissory notes this day executed and delivered by said parties of the first part to the said party of the second part, and this conveyance shall be void if such payment be made as in said notes and in this instrument specified.

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, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, 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 per cent per annum. But if default be made in the payment of said notes, 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 notes and the interest thereon, and all taxes and insurance paid by said second party, or her assigns, become and be due and payable, or not, at the option of said second party or assigns said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part her executors, administrators, or 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 of the

In consideration of full payment of the within mortgage I hereby release to same this 26<sup>th</sup> day of Dec. 1899.

Attest *W. B. Norman* Register of Deeds  
Emily H. Mason