

This Indenture, Made this 19th day of January A.D. 1891 between William A. Wilburn and of Franklin County, in the State of Kansas of the first part, and Ellaminalh Payer of Barton County, in the State of Kansas of the second part:

Witnesseth, That said part of the first part, in consideration of the sum of Six Hundred and 70 Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns all the following described Real Estate, situated in Douglas County, and State of Kansas to wit: The South East quarter of the North West quarter (1/4) of Sec. Thirty Six (36), Township Thirteen (13) South of Range Nineteen (19) east of the Sixth (6) Principal Meridian and Sixteen (16) feet off the North side of the South West quarter of North west fourth of said Section to the west line of the Section.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, unto said party of the second part, her heirs and assigns forever.

Provided Always, And these presents are upon this express condition, that whereas said William Wilburn and have this day executed and delivered One certain promissory note in writing to said party of the second part, of which the following is a copy:

600⁰⁰ Borneo Rock, Kans, January 1st 1891
Six years and Two Months After date, for Value Received we promise to pay to the order of Ellaminalh Payer Six Hundred Dollars, with interest at the rate of 5 per cent. per annum from date, if paid when due, and if not paid when due, then interest to be computed monthly from date, and become as principal and bear same rate of interest from date, payable in gold coin of the present standard value, or its equivalent. We the endorers, sureties, grantors and assignors, severally waive presentment for payment, protest and notice of protest for non-payment of this note, and all defence on the ground of any extension of time of its payment that may may be given by holder or holders to the maker or makers thereof. And two percent a month liquidated damages from date, if not paid when due, until fully paid, and one dollar exchange. Or we waive the statute of limitation, and if suit is instituted on this note, that we do hereby appoint any attorney of any Court of Record, for us and in our name, to appear in any Court of Record in the United States, either in term time or vacation thereof, at any time after date hereof, to waive service of process to confess a judgment on this note against us, in favor of the legal holder or holders, for such sum as shall be due at such time, and all costs, including an attorney fee of twenty dollars if amount is less than one hundred dollars, or twenty five dollars attorney fee if amount is in excess of one hundred dollars. And we further agree that no writ of error or appeal shall be prosecuted on such judgment, nor any bill in equity exhibited to

(The following is indorsed on the original indenture)

Borneo Rock, Kansas, November 26, 1894

Received of William Wilburn the within named mortgage, the sum of 600⁰⁰ Dollars in full satisfaction of the within mortgage.

Recorded December 1st 1894

Ellaminalh Payer