

This Indenture Made this 1st day of December in the year of our Lord one thousand eight hundred and ninety one between Henry G. Pence and Laura G. Pence his wife of Collins in the County of Whitley and State of Indiana of the first part and Newman Erb of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Eight hundred and two and ²⁵/₁₀₀ 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 South half of the North East quarter of Section Thirty five (35) in Township Fourteen (14) of Range Nineteen (19) with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry G. Pence and Laura G. Pence 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 except the sum of \$600.00 of which there is due to Mrs. Mattie Gadd the sum of \$150.00 and to Mrs. Caroline Gadd the sum of \$450.00 which sums Henry G. Pence and Laura G. Pence assume and agree to pay in accordance with deed from W. C. Pfangler and wife to Washington Pence and E. Summerfield.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and two and ²⁵/₁₀₀ dollars with interest at 6% from March 1st 1892 being part of purchase money of above land according to the terms of four certain promissory notes this day executed and delivered by the said Henry G. Pence to the said party of the second part; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes is not kept up thereon, then this conveyance shall become absolute and the whole amount shall become due and payable and it shall be lawful for the 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 of the party of the second part his executors, administrators or assigns, and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus if any there be shall be paid by the party making such sale, on demand, to the said Henry G. Pence his heirs and assigns.

In Witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed & Delivered in presence of
Wm. A. Cumney
Justice of the Peace

Henry G. Pence [Seal]
Laura G. Pence [Seal]

(For Release See Book 33 Page 42)