

This Indenture, Made this 27th day of February in the year of our Lord, One thousand Eight Hundred and Ninety Three between Ira J. Harbour and Ann E. his wife of in the County of Douglas and State of Kansas of the first part, and H. B. Sheldon 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 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 East quarter of the North West quarter of Section Seven (7) Township Fifteen (15) Range Nineteen (19), containing Forty (40) acres 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 Ira J. Harbour does hereby covenant and agree that at the delivery hereof he is 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.

(Released See Book 37 Page 579)
This Grant is intended as a mortgage to secure the payment of the sum of Four Hundred Dollars, according to the terms of one certain coupon note this day executed by the said parties of the first part to the said party of the second part: due May 1, 1898 with ten coupons thereto attached payable on the first day of May and November in each year, with interest on said bond and coupons after the same shall become due at the rate of ten per cent per annum, provided however said note may be paid May 1, 1895 or at maturity of any coupon thereafter. 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 if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, "appraisement waived"; and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said Ira J. Harbour 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.

Witness my hand and seal in the presence of

Ira J. Harbour
Ann E. Harbour

[seal]

[seal]

Following is endorsed on the original instrument
Ira J. Harbour
Ann E. Harbour
H. B. Sheldon