

knowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part their 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 West half ($\frac{1}{2}$) of the North West quarter ($\frac{1}{4}$) of Section Fifteen (15) Township fifteen (15) Range Twenty (20)

Buildings on said land to be kept insured for not less than eight hundred dollars with loss payable to Mortgage herein during the continuance of this loan, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, but the said John H. Payn and Mary A. Payn 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 encumbrances whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars, according to the terms of One certain Real estate bond this day executed by the said John H. Payn and Mary A. Payn to the parties of the second part: Due in five years from the date thereof together with interest thereon at the rate of nine per cent per annum payable semi-annually according to ten coupons annexed thereto.

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 parties of the second part their 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 parties of the first part or to their heirs and assigns.

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

John H. Payn
Mary A. Payn

(seal)
(seal)

The following was endorsed on the original instrument
The within Mortgage having been paid in full, it is hereby released
on the original instrument, this 26th day of November A.D. 1898.

By J. H. Elmer their attorney and agent

Received Nov. 15 / 1898

J. H. Elmer,
Attorney of Record