Witnesseth, That the said parties of the first part, in consideration of the sum of Sixteen Hundred ($1600.00) 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 West Eighty (80) Acres of the South East Quarter of Section Number Thirty four (34) Township number Twelve (12) Range Number Twenty (20) with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Robert F. Carter, Mary E. Carter, Paschal and Dicy Carter 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, 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 Sixteen Hundred ($1600.00) Dollars, according to the terms of One certain promissory note this day executed by the said Robt F. Carter et al. to the said party of the second part. Said note being given for the sum of Sixteen Hundred Dollars, dated March 1st 1894 due and payable in Five years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and 5 coupons thereto attached. And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, at the expiry of the fifteen of the first part and the expense of such payments accruing penalties interest and costs shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten (10) per cent. per annum. But if default be made in such payments or any part thereof, or interest thereon, or the taxes assessed on said premises, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the 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 sale, to retain the amount then due or to become due according to the conditions of this instrument, to-

For and in consideration of sixteen Hundred Dollars, to me in hand paid, the receipt of which is hereby acknowledged, I James R. Farmer, the mortgagee herein named, hereby assign and transfer to Mary Farmer, or her order, the debt by the within mortgage secured and all my right, title and interest in and to the lands and tenements therein described.

J. R. Farmer

State of Kansas County of Douglas ss. Be it Remembered that on this 22 day of February A.D. 1895 before me, a Notary Public in and for said County and State came James R. Farmer to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. Witness my hand and official seal the day and year last above written.

Received for record March 22 1895 at 10 o'clock A.M. and recorded in book 5 of Mortgages on page 419.

J. S. Neff
Register of Deeds