

This Indenture, Made this fifth day of May in the year of our Lord one thousand eight hundred and ninety three between Henry Page and Emma Page his wife of Neaper in the County of Douglas and State of Kansas of the first part, and Shubal C. Kersey of Portland Oregon of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifteen hundred dollars 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 part 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 North half of the South East Quarter of Section (34) thirty four Township thirteen (13) Range twenty one (21) East

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Henry Page and Emma his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred dollars according to the terms of three certain promissory notes this day executed and delivered by the said Henry Page and Emma Page his wife to the said party of the second part: Note No. 1 \$500.00 due in two years: Note No. 2 and 3 due on or before five years after date: Above notes drawing seven per cent per annum from date until paid, interest payable annually

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, or if the insurance 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 costs 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 Page and Emma Page his wife heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Henry Page (SEAL.)
Emma Page (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15th day of May, A. D. 1893, before me Charles A. Hill, a Notary Public in and for said County and State, came Henry Page and Emma Page his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 22nd 1896 Charles A. Hill Notary Public.
Recorded May 16 A. D. 1893, at 2¹⁵ o'clock P. M.

James Brooke Register of Deeds.

The following is endorsed on the original instrument
May 13, 1893 - I hereby release all my right - and
title to within mortgage. The notes secured thereby
having been fully paid
Martha J. Randall

Recorded May 15th 1893

(See assignment in Book 31 Page 9)