Recorded June 5. 1895 at 10³⁰ o'clock A.M.

James Brooks
Register of Deeds

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and eighty Ninety Five Witnesseth, that Isaac Hemphill and Rebecca L. Hemphill his wife of the County of Douglas and State of Kansas, party of the first part, for and in consideration of Four Hundred Dollars, conveys and warrants to Albert Herning party of the second part, his heirs and assigns, the real estate hereinafter described, situate in the County of Douglas and State of Kansas, to-wit: Commencing at the South West corner of the North East quarter of Section Twenty (20) Township Fourteen (14) Range Twenty (20) thence North One Hundred Sixty (160) rods: thence East Sixty Six (66) rods: thence South Eighty One (81) rods; thence West Forty three rods, thence South Seventy Nine (79) rods: thence West Twenty three (23) rods to beginning East of the sixth P.M. and containing Forty three (43) acres more or less.

To secure the said party of the second part for an actual loan of money made to the said Isaac Hemphill and Rebecca L. Hemphill as evidenced by a series of one certain Bond No. Twenty Thousand One Thirty Seven and aggregating the sum of Four Hundred Dollars, of even date herewith, in and by which said bond the party of the first part promise to pay to the order of Albert Herning in lawful money of the United States of America, the principal sum of Four Hundred Dollars. Three years after date thereof, with interest thereon at the rate of eight per centum per annum, interest payable semi-annually, according to and upon presentation of interest coupons therefor thereunto attached, both principal and interest being payable at the National Bank of Commerce, in New York City. Also Providing, that in case any interest on any of said sums shall remain unpaid for ten days after the same becomes due, then the entire sums covered by said bond and secured by this Mortgage Deed, to become immediately due and payable, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said Security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party

(Released see Book - 37 - Page - 283 -)

(See Book 3 Page 539 for Assignment)