

This Indenture, Made this 5<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety four between David C. Mack and Maggie A. Mack his wife of Palmyra in the County of Douglas and State of Kansas of the first part, and Mrs. Patty D. Mulme of the second part,

**Witnesseth,** That the said part ALL of the first part in consideration of the sum of Twelve Hundred & 00<sup>00</sup> 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 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 East One Hundred and twelve (112) rods of the South West Quarter of Section Two (2) Township Fifteen (15) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part ALL of the first part therein. And the said parties of the first part 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 Twelve Hundred & 00<sup>00</sup> Dollars according to the terms of Two (2) certain Promissory notes this day executed and delivered by the said David C. and Maggie A. Mack to the said party of the second part her payable as follows, One note #100, and one note of \$400<sup>00</sup> payable five (5) years from date at The Lawrence National Bank of Lawrence Kansas with interest at the rate of Seven (7) per cent per annum payable semi-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 her 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 her 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said David C. Mack his heirs and assigns.

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

Signed and delivered in presence of

David C. Mack (SEAL)  
Maggie A. Mack (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 5<sup>th</sup> day of December, A. D. 1894, before me, J. Y. Thompson, a Notary Public in and for said County and State, came David C. Mack and Maggie A. Mack 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 July 5<sup>th</sup> 1895  
Recorded Dec 7 A. D. 1894 at 7<sup>45</sup> o'clock P. M.

J. Y. Thompson Notary Public.  
James Brooks Register of Deeds.

The following is endorsed on the original instrument  
The final, herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created discharged  
as Witness my hand this 27th day of April A.D. 1898

Patty D. Mulme

Attest  
A. A. Karpis  
Register of Deeds  
Maggie A. Mack

Per H. C. Fisher & Co.

Recorded May 5<sup>th</sup> 1898