

This Indenture, Made this 18th day of April in the year of our Lord one thousand eight hundred and ninety XXX between William S. Irwin an unmarried man of Kansas in the County of Douglas and State of Kansas of the first part, and Wm. M. Whitman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 East half (1/2) of the North East quarter (1/4) of Section Thirty three (33), Township Thirteen (13) Range Twenty (20) Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William S. Irwin doth hereby covenant and agree that at the delivery hereof he is 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

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said William S. Irwin to the said party of the second part: Payable three years after date to order of party of second part at the Merchants Hall Bank, Lawrence Kansas, with interest thereon according to the terms of said note and coupons thereto attached. 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 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 Party of the first part his heirs and assigns Privilege reserved to pay off said loan at end of any year or years from date of this mortgage.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year last above written.

Signed and delivered in presence of

Hugh Blair

William S. Irwin (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18th day of April, A. D. 1896, before me, Hugh Blair, a Notary Public in and for said County and State, came William S. Irwin an unmarried man

to me personally known to be the same person 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 28th Decr 1897

Recorded April 18 A. D. 1896 at 12³⁰ o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
and the lien hereby created is discharged. As witness my hand this

18th day of April A.D. 1898

Attest

Wm. M. Whitman

Recorded April 19th 1898