

This Indenture, Made this 17th day of March A. D. 1893, between
L. H. Higgins and Emily C. Higgins, his wife,
 of Douglas County, in the State of Kansas of the first part, and
B. A. Chapman
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of
One hundred and Twenty five AND 100 DOLLARS,
 the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto said part 4th of
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—

Beginning One hundred and fifteen (115) rods North of south east
corner of the north west quarter of section two (2) Township Twelve
(12) Range Eighteen (18), thence north Twenty one (21) Rods and
Thirteen feet (13) thence west forty four (44) rods, thence south
Twenty one (21) rods, and Thirteen (13) feet, thence east forty four
(44) Rods to place of beginning, containing six (6) acres.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and
 appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said

L. H. Higgins and Emily C. Higgins
 ha ✓ this day executed and delivered 3 certain promissory notes in writing to said part 4th of the second part,
 of which the following are copies: One note of Twenty five Dollars dated
March 17 1903 - due in fifty five days, Sub. at 8 per cent.
One note of fifty dollars, dated March 17, 1903, due in six
month Sub. at 8 per cent.
One note of fifty Dollars, dated March 17-1903.
Due in One year. Sub. at 8 per cent.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 4th of the second part, his heirs
 or assigns, said sum of money in the above described note 3 mentioned, together with the interest thereon, according to the
 terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force
 and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due,
 and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part
 thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon,
 shall, and by these presents become due and payable, and said part 4th of the second part shall be entitled to the possession of
 said premises. And said parties of the first part further agree, upon default of the above covenant and conditions, or any other
 failure to pay the sum of 100 Dollars for the redemption or release, to allow fees for the foreclosure of this mortgage, which
 sum shall be added to the amount of the sum due on the day and year first above written. In Witness Whereof, The said part 1st of the first part ha 155 hereunto set their hands
and the day and year first above written. L. H. Higgins
and Emily C. Higgins
the day and year first above written.
and shall be included in and operate as part of
the judgment upon foreclosure of mortgage.
Appraisement avoided.

STATE OF KANSAS, } SS:
Douglas County, }

Be it Remembered, That on this 17th day of March A. D. 1893, before me the
 undersigned, a Notary Public, in and for the County and State aforesaid, came
L. H. Higgins and Emily C. Higgins

who are personally known to me to be the same person ✓ who executed the within instru-
 ment of writing, and such person have duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Official,
 Seal, the day and year last above written.

D. Baughman Notary Public.

Recorded McB. 15th A. D. 1894, at 3¹⁵ o'clock P. M.

W. W. Armstrong Register of Deeds.

In consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
 27th day of January 1904.
 W. W. Armstrong
 Register of Deeds.