This Indenture, made this 7th day of March, in the year of our Lord one thousand eight hundred and Ninety nine, between James T. Porth and Emma Porth, husband and wife, of Marion Pk. in the County of Douglas, and State of Kansas, of the first part, and Benjamin F. Shepp, of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 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 South Fifty Three and one third (53⅓) acres of the South-west quarter of Section Twenty Four (24) Township Thirteen (13) Range Nineteen (19) with the appurtenances, and all the estate, title and interest of the said parties 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 and that they will Warrant and Defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, due and payable in Four years from date thereof, with interest thereon from date at Six per cent. per annum, according to the terms of One certain promissory note this day executed and delivered by said James T. Porth with Four interest coupons attached to said note, to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified. And the said party of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of - Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and so will effect such insurance at the expense of said first party, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for

Lis Pendens See Book 35 Page 560.