

This Indenture, Made this 28th day of October in the year of our Lord one thousand eight hundred and ninety SEVEN between Ann M. McKinzie, a widow woman of Iowa Mound in the County of Douglas and State of Kansas of the first part, and Mrs Emma Turner, of Seattle, State of Washington of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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 half of the North East quarter of Section No. Seven (7) in Township No. Fourteen (14) Range No. Eighteen (18), also the North West quarter of the South East quarter of said Section No. Seven (7) in Township No. Fourteen (14) Range No. Eighteen (18). Also a tract of land situated in the East half of the North West quarter of said Section No. Seven (7) in Township No. Fourteen (14) of Range No. Eighteen (18) described as commencing at the South East corner of said North West quarter, thence running North forty (40) rods, thence West ten (10) rods thence South forty (40) rods, thence East ten (10) rods to the place of beginning. The land conveyed being well with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ann M. McKinzie does hereby covenant and agree that at the delivery hereof she 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 and that she will warrant and defend the same in the quiet and peaceful possession of said second party her heirs and assigns, forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars.

according to the terms of One certain mortgage note and five coupons ^{notes} this day executed and delivered by the said Ann M. McKinzie to the said party of the second part: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at ten percent until fully paid. The right to pay ^{one} or many multiples thereof at any payment period is hereby reserved 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 therefor, 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; appraisal 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 Ann M. McKinzie, her heirs and assigns.

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

Signed and delivered in presence of

Ann M. McKinzie (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

(SEAL)

Be it Remembered, That on this 28th day of October, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Ann M. McKinzie, a widow woman 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 November 4th 1897. James Brooks *Notary Public*
Recorded Oct. 28 A. D. 1897, at 2nd o'clock P.M.

James Brooks
Register of Deeds

The following is recorded on the original instrument
Receiv. July 10th 1893.
W. L. Brown
Register of Deeds.