

This Indenture, Made this 11th day of December in the year of our Lord one thousand eight hundred and ninety seven between Sida Wilson and her husband Charles Wilson of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and Carolina Levy of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred 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: Commencing at a point five rods south of the North East corner of the North East quarter (1/4) of the South West quarter (1/4) of Section No. Ten (10) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the Sixth Principal Meridian, thence running West seventy five (75) Rods thence South twenty five (75) Rods thence East twenty five (75) Rods thence North twenty five (75) Rods to the place of beginning, containing thirty five (35) Acres more or less. The parties of the first part reserve the right to pay the indebtedness secured hereby at the end of two years from this date or at the end of any year thereafter by giving thirty days notice of such intent and paying thirty days interest in excess of amount due herein paid with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sida Wilson and Charles Wilson do hereby covenant and agree that at the delivery hereof they 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 they will warrant and defend the title to the same against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars according to the terms of One certain Coupon Bond and note and two Coupon notes this day executed and delivered by the said Sida Wilson and Charles Wilson to the said party of the second part: with interest from date to maturity or default as evidenced by coupons attached to said principal note and interest after maturity or default at the rate of ten percent per annum until fully paid 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 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 Sida Wilson and Charles Wilson, their heirs and assigns.

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

Signed and delivered in presence of

Sida Wilson (SEAL)
Charles Wilson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11th day of December, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Sida Wilson and Charles Wilson, his wife 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 11th 1901 James Brooks Notary Public.
Recorded Dec 11 A. D. 1897, at 3:35 o'clock P M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument -
This note has been described having been paid in full, this mortgage is hereby released,
and the same thereby created, discharged, as witness my hand this 5th day of June A.D. 1901 -
Ross Levy Straw.

(Assigned Deed Book 95 Page 655)

Recorded June 24-1901
By J. H. Bowman
Register of Deeds
By J. H. Bowman
Deputy