

This Indenture, Made this 17<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety eight between Estelle M. Korching and her husband W. E. Korching of Lawrence in the County of Douglas and State of Kansas of the first part, and James D. Paxson of the second part.

Witnesseth, That the said part ies of the first part in consideration of the sum of Fifteen 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 part y 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 East quarter of the South East quarter of Section thirty two (32) in Township Twelve (12) South of Range twenty (20) East of the 6<sup>th</sup> principal meridian less the right of way as taken for the St. Louis Lawrence and Denver railroad Company across said land 100 feet wide conveying 38 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Estelle M. Korching do 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.

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred dollars (part of the purchase money for said land) according to the terms of six certain promissory notes this day executed and delivered by the said parties of the first part to the said part y of the second part payable \$200 Mar. 1-1900, \$200 Mar. 1-1901, \$200 Mar. 1-1902, \$300 Mar. 1-1903, \$300 Mar. 1-1904 and \$300 Mar. 1-1905 all with interest payable - semi-annually at the rate of seven per cent per annum all payable on or before said date March 1-1905 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 part y 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 said part y making such sale on demand to the said Estelle M. Korching her heirs and assigns.

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

Signed and delivered in presence of

Estelle M. Korching (SEAL.)  
W. E. Korching (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 17<sup>th</sup> day of January, A. D. 1898, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Estelle M. Korching and her husband W. E. Korching to me personally known to be the same person s 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 Dec 1 1900 Geo. A. Banks Notary Public.  
Recorded Jan. 17<sup>th</sup> A. D. 1898, at 4:25 o'clock P.M.

W. J. Doorman  
Register of Deeds.

The balance due Bank 21 Page 201 (assigned see Book 33 Page 165) For further assignment see Book 37 Page 88