

This Indenture, Made this Seventh day of September in the year of our Lord one thousand eight hundred and ninety eight between Lewis Simpson an unmarried man of Clinton Township in the County of Douglas and State of Kansas of the first part, and John F. Johnson Agent of the same of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, has he sold and by these presents do he 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: All that part of the West thirty (30) acres of the North half (1/2) of the South half (1/2) of the North West quarter (1/4) of Section Number Nineteen (19) in Township Number Thirteen (13) South of Range Number Nineteen (19) lying East of the Center of the Channel of Rock Creek, containing two and 3/4 acres, also all that part of the South half (1/2) of the South half (1/2) of the North West quarter (1/4) of Section Number Nineteen (19) in Township Number Thirteen (13) South of Range Number Nineteen (19) lying East of the Center of the Channel of Rock Creek containing four and 3/4 acres, containing in all seven and 1/4 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lewis Simpson

do hereby covenant and agree that at the delivery hereof he 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 he warrant and defend 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 One Hundred and fifty Dollars

according to the terms of One certain Coupon Note & Six Coupons this day executed and delivered by the said Armsted Smith and Deltha Smith to the said party of the second part: Due three years after date, interest from date until due or default as evidenced by coupons attached to principal not and after due or default at ten per cent until paid. Right is hereby reserved to pay of note at the of two years from its date

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 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 part 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 party making such sale on demand to the said Lewis Simpson his heirs and assigns.

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

Signed and delivered in presence of

Lewis Simpson (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 7 day of September, A. D. 1898, before me, James Brooks, a Notary Public in and for said County and State, came Lewis Simpson 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 Nov 4th 1901
Recorded September 19th A. D. 1898, at 11¹² o'clock A.M.

James Brooks Notary Public.
H. B. Foxman Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged.
As witness my hand this 19 day of February A.D. 1903.
John F. Johnson
David in full

Recorded May 22 A.D. 1903
W. L. Armstrong
Register of Deeds
By J. B. Foxman
Deputy