

This Indenture, Made this 25th day of May in the year of our Lord one thousand ~~eight hundred and ninety~~ five hundred between Thaddeus S. Whedow and Hannah Whedow his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and A. Palmer, Trustee 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: All the southeast quarter of section number twenty (20) in Township Thirteen (13) Range Twenty (20) lying south of Wakarusa river, less thereout and therefrom a piece of land described as follows: Beginning at south east corner of said quarter section thence west 11 ⁴⁷/₁₀₀ chain thence north to center of Wakarusa river, thence down said river to east line of said quarter section, thence south 10 ⁶⁶/₁₀₀ chain to beginning the land hereby conveyed and intended to be covered by this mortgage contains 48 ⁷⁵/₁₀₀ acres, and includes the buildings or permanent improvements of the farm.

with all 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.

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 Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: payable five years after date with interest in arrears payable semi-annually according to coupons thereto attached, with privilege reserved to pay off in full at end of three years at option of parties of first part. 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 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 party of making such sale on demand to the said parties of the first part 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

Hugh Blair

Thaddeus S. Whedow (SEAL.)
Hannah Whedow (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 25th day of May, A. D. 1890, before me, Hugh Blair, a Notary Public in and for said county and State, came Thaddeus S. Whedow and Hannah Whedow 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 28 Decy 1901.

Recorded May 26 A. D. 1890, at 1⁴⁰ o'clock P.M.

Hugh Blair
Notary Public.

H. A. Doxman
Register of Deeds.

The following is endorsed on the original instrument
530, c. Lawrence Kansas 13th Nov 1905, Received of Thaddeus S. Whedow
the within named Mortgage; the sum of Five hundred and thirty
and no/100 Dollars, in full satisfaction of the within mortgage.

Recorded Nov 16th 1905
A. W. Armstrong, Register of Deeds.