

This Indenture, Made this 28<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety four, between John Westfall and Desiré E. Westfall, husband and wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and H. G. Lee, of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha~~ve~~ 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: Beginning nine rods west of the centre of northwest quarter of the southwest fractional quarter of section twenty nine (29) townships twelve (12) south of Range Twenty (20) 8<sup>th</sup> P.M.; thence west eleven (11) rods; thence north thirteen (13) rods six and one half (6 1/2) rods; thence east eleven (11) rods; thence south thirteen (13) rods six and one half (6 1/2) rods to the place of beginning. To commence twenty (20) rods east of the northwest corner of said northwest quarter of said southwest fractional quarter section twenty nine (29); thence running south twenty one (21) rods; thence east eleven (11) rods to the place of beginning east twenty (20) rods; thence south eighty five (85) rods; thence west twenty (20) rods; thence north eighty five (85) rods to said beginning point in the first of the said tract of land, containing one-half acre, 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances. Said mortgagee agrees to maintain insurance on the buildings on said land to the amount of at least \$600 payable in case of loss to said mortgagee, or assigns, as his interest may appear.

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

according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable two years after date with interest from date at seven percent per annum payable semi-annually according to four interest coupons attached to said note with the privilege of paying the same multiple thereof on principal at any time, 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 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 the second part 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*

*Geo. A. Banks*

*John Westfall*

*Desire E. Westfall*

(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.

(SEAL.)

Be it Remembered, That on this 30<sup>th</sup> day of March, A. D. 1901, before me, Geo. A. Banks, Notary Public in and for said county and State, came John Westfall and Desire E. Westfall, husband and 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 Nov. 21 1904

Recorded May 30<sup>th</sup> A. D. 1901, at 11<sup>50</sup> o'clock A. M.

*Geo. A. Banks*

Notary Public

*G. A. Banks*

Register of Deeds.

Partial of Deed  
In consideration of the payment of One hundred dollars on the within mortgage the following land is hereby released from the operation thereof: - Beginning at the corner of 20th and Main Street, south 150 ft to beginning -

Valid this 2<sup>nd</sup> day of Sept 1901 - H. G. Lee.

Attest: Ollie B. Leonard,  
Dip Reg. of Deeds.

