

In consideration of the sum of money
lent of the within mortgage,
I hereby release the same this
... day of ... 1902

Attest: Bill W. B. Soriman,
Deputy Register of Deeds.

Bezelel Wright

This indenture, made this 25th day of September in the year of our Lord one thousand eight hundred and ninety nine, between Henry Collins and Martha Collins husband and wife of Seempton in the County of Douglas and State of Kansas, of the first part, and Bezelel Wright of the second part, Witnesseth that the said parties of the first part, in consideration of the sum of Two hundred and eighty 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 on the east line of the west half of Lot Three (3) in the south west fractional quarter of Section Five (5) Township Twelve (12) Range Thirteen (13) at its intersection with the north line of the highway running easterly and westerly near the south line of said lot 3; Thence north along the west line of land of Jacob Strick to the Kansas River; thence westerly following the meanderings of said river to the east line of land conveyed to the Kansas City, Topeka and Western Railroad Company Sept. 17, 1896 by said Bezelel Wright, deed recorded in Deed Book 57, Page 147 said county records in a fractional half of south east quarter of section six (6) said Township and Range; Thence south to the north line of the right of way of said Railroad Company; Thence easterly following the north line of the Right of Way of said Railroad Company to its intersection with said highway; Thence following the north line of said highway easterly to the place of beginning containing Twelve (12) acres more or less being in said S. W. 1/4 of sec. 5 and S. E. 1/4 of sec. 6 T. 12 N. R. 13 W. with 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Two hundred and eighty Dollars, due and payable in one and two years from Nov. 1, 1899, with interest thereon from date at seven per cent. per annum, according to the terms of two certain promissory notes this day executed and delivered by said Henry Collins to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before said costs of penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of ... Dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may hereafter accrue thereon, and as well effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance shall grow the date of payment or an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part his executor, administrator, or assigns, at any time thereafter, to sell the premises hereby