

This Indenture made this 28<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and eighty-three between Byron Porter<sup>2nd</sup> and Elmina E. Porter of Clinton in the County of Douglas<sup>2nd</sup> State of Kansas of the first part<sup>2nd</sup> and Delia E. Waugh of Longmont in the County of Boulder<sup>2nd</sup> State of Colorado of the second part. Witnesseth That the said parties of the first part for<sup>2nd</sup> and in consideration of the sum of Two 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 here heirs and assigns forever all that tract or parcel of land situate in the County of Douglas<sup>2nd</sup> State of Kansas described as follows to wit, All of Block 39, Thirty nine in the Town of Clinton Douglas County Kansas, with the appurtenances<sup>2nd</sup> and all the estate, title and interest of the said parties of the first part therein.

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of two certain notes one due one year after date and the other due two years after date said notes dated Clinton Kansas May 28<sup>th</sup> 1883 drawing ten per cent interest from date and signed by Byron Porter and Elmina E. Porter<sup>2nd</sup> payable to Delia E. Waugh or order.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part her executors, administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and — percent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure, hereof<sup>2nd</sup> and overplus if any there be shall be paid