

This Indenture made this 1st. day of June in the year of our Lord one thousand eight hundred and eighty three between David R. Lewis and wife of Wellsville in the County of Franklin and State of Kansas of the first part and C. Mc Lain of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Eighteen Hundred and Fifty (\$1850) 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

The West half (W 1/2) of South East Quarter (S. E. 1/4) of Section fifteen (S 15) Township No. Fifteen (N 15) Range No Twenty One (R 21) East containing Eighty (80) Acres

with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said David R. Lewis and wife 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 Eighteen Hundred & Fifty Dollars according to the terms of two certain notes this day executed by the said David R. Lewis to the said parties of the second part C. Mc Lain And this conveyance shall be void if such payment be made as is therein specified But if default be made in such payment or any part thereof or interest thereon or the taxes on said land are not paid when the same become due and payable or if the insurance is not kept up thereon as provided herein then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter to sell the premises thereby granted or any part thereof in the manner prescribed by law "appraisement waived" and out of all the moneys arising from sale to retain the amount then unpaid of principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale on demand to the said David R. Lewis & wife heirs and assigns In Witness Whereof The said parties of the first part have hereunto

This Mortgage has been fully paid and released

Dec. 13 1896

attest-

13. 9. 1896

Reg. 170 of 1896

D. Mc Lain