

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 North East Quarter of Section Number One (1) Township Fifteen (15) Range Twenty (20) with the appurtenances 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 Nine Hundred and Thirty Eight Dollars according to the terms of a certain note of even date herewith to wit Three years after date we promise ^{pay to} the order of Henry Hughes Nine hundred and thirty eight dollars for value received with interest at the rate of 10 per cent per annum from date and if the interest be not paid annually to become as principal and bear the same rate of interest signed by W. M. Rindley and Mary E. Rindley

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 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 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 per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said W. M. Rindley and Mary E. Rindley their heirs or assigns and for the said consideration the said parties of the first part hereby waive all pretense of said real estate

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written

W. M. Rindley (Seal)

Mary E. Rindley (Seal)

State of Kansas County of Douglas ss

Be it Remembered That on this 24th day May A. D. 1883 before me a Notary Public in and for said County and State came W. M. Rindley and his wife M.

This conveyance is intended as a mortgage to secure the payment of the sum of Nine Hundred and Thirty Eight Dollars according to the terms of a certain note of even date herewith to wit Three years after date we promise to the order of Henry Hughes Nine hundred and thirty eight dollars for value received with interest at the rate of 10 per cent per annum from date and if the interest be not paid annually to become as principal and bear the same rate of interest signed by W. M. Rindley and Mary E. Rindley

Jan. 13 1884

Recorded January 19th 1884 at 10 AM.
J. S. Hughes Notary Public