

This Indenture, Made this 28th day of August in the year of our Lord one thousand nine hundred and seven between James W. Jeffries and Sarah A. his wife, of---- in the County of Douglas and State of Kansas of the first part, and Mrs. Anna E. Waid of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 her 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 south half of east half of a south east quarter of Section sixteen (16) Township Fifteen (15) Range Twenty one (21) containing Forty (40) acres.

With the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said James W. Jeffries does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances. This Grant, is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of one certain coupon bond this day executed by the said parties of the first part to the said party of the second part due January 1. 1913, with five coupons thereto attached, payable annually on the first day of January in each year, with interest on said bond and coupons after maturity at the rate of ten percent per annum. Provided however \$100.00 or any multiple thereof may be paid at any interest payment.

And this conveyance shall be void if such payment be made as herein specified But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such 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 James W. Jeffries his heirs and assigns. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year last above Written.

(OVER)

*The following is enclosed with the original statement.  
The Within Mortgage having been paid in full, it is hereby released  
on this 2nd day of January, 1910.  
Anna E. Waid*

*Recorded Jan 25 1910  
Hays & Lawrence  
Register of Deeds*

*Known All Manly this Present, Effie L. Jones, to-wit: Assignee of within mortgages hereby  
acknowledge full payment of the debt secured by the foregoing mortgages, and authorize  
the Register of Deeds, with the County of Douglas, to cancel the same.  
Recorded  
Hays & Lawrence*