

This Indenture,

This Indenture, Made this 16th day of March in the year of our Lord, one thousand nine hundred nine between Ophelia Patterson and A.E. Patterson her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and H.C. Miller Trustee of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey 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 South thirty & 66 acres of the West half of the South west quarter of section seven (7) Township Twelve (21) Range Twenty (20) described as follows: Beginning at the Southwest corner of said quarter section, thence east 18^{3/4} chains to a stone, thence North 19^{3/4} chains to a stone, thence west 18^{3/4} chains to a stone, thence South 19^{3/4} chains to the place of beginning containing thirty six acres; Also the following tract: Beginning at a point 18^{3/4} chains East from the South west corner of the south west quarter of section seven (7) Township Twelve (21) Range Twenty (20) thence running east 6^{3/4} chains, thence North 4^{3/4} chains, thence west 6^{3/4} chains, thence South 19^{3/4} chains to the place of beginning containing 42 acres; being the 66 acres of the West half of said S.W. 1/4 of Sec. 7 T. 21 R. 20 E. of the 6th P. M. Survey Co. Name.

with the appurtenances and all the estate, title and interest of the said party to the first part therein. And the said

And the appearances and all the estate, title and interest of the said part of the first part therein. And the said Opelie Patterson and A. C. Patterson her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Three Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Opelie Patterson and A. C. Patterson her husband to the said part of the second part. Said note being for the sum of Three Thousand Dollars, dated Lancaster, Mass. March 15th 1874 due and payable in three monthly dollars each year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Twenty Nine Hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes and interest thereon, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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, appraisement hereby waived or not at the option of the part of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale on demand, to the said Parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ^{above written} of the first part had hereunto set their hands and seals the day and year last

Signed, Sealed and Delivered in Presence of

Oshelia Patterson (SEAL)
A. E. Patterson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16-2 day of March A. D. 1909, before me
W. P. Flinn a Notary Public in and for said County and State came Ophelia Patterson and
H. E. Patterson - her husband
to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written

My commission expires April 15, 1991 (L.H.) A. P. Plomin Notary Public

Filed for Record the 15th day of March A. D. 1907, at 3 o'clock P.M.

By _____ Deputy

1907, at _____ o'clock, P. M.
Floyd L Lawrence
 Register of Deeds.

STANDARD FURNITURE

COUPON: WERTQAGF

The following is extracted from the original instrument:
 "We, the herein signified party, have agreed to sell the foregoing
 interest released and the fact that we created the foregoing
 interest by deed, this 24th day of July, 1910."
 E. L. Cunningham
 J. C. Mallery
 W. L. A. Smith

Recorded Feb'y 24 1910
 Lloyd L. Lawrence
 Register of Deeds

Recorded Dec 5-1911