

This Indenture, Made the 1st day of November in the year of our Lord one thousand nine hundred ten between H. F. Preston and J. W. Preston, her husband party of the first part, and Asher B. Wilson and chalkley A. Wilson of Akron, Colorado party of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of Five Thousand Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents bargain, sell and convey unto the said party of the second part their heirs and assigns, the following described land, situated in the County of Douglas, in the State of Kansas, to-wit: The The north west quarter of section eleven (11), Township fifteen (15) range eighteen (18) in douglas County, Kansas, Together with all and singular the hereditaments and appurtenances thereunto belonging, and all the rights of homestead, dower and tenant by the curtesy, To have and to hold the said premises to the proper use and benefit of the said party of the second part their heirs and assigns, forever. Provided Always, and these presents are upon this express condition: That if the said H. F. Preston and J. W. Preston their heirs, executors, administrators or assigns, shall pay to the said Asher B. Wilson and Chalkley A. Wilson, executors, administrators or assigns, the sum of Five Thousand Dollars, on the 1st day of November nineteen hundred and thirteen with semi annual interest at the rate of six per cent. principal and interest payable at the office of Asher B. Wilson and Chalkley A. Wilson in Akron, Colorado according to the terms of a certain ^{coupon} bond of even date herewith, with coupons for interest, ^{annexed} and also pay all taxes and other assessments on said land during the continuance of this mortgage, before said taxes shall become delinquent, then these presents shall be void, otherwise to remain in full force and effect. Provided Also, that on default in payment of any part of said principal or interest, or taxes, as the same shall become due, the whole of the moneys hereby secured shall become payable immediately upon such default at the option of the said party of the second part. And the said H. F. Preston and J. W. Preston hereby promise and agree to and with the said Asher B. Wilson and Chalkley A. Wilson heirs, executors, administrators and assigns, to pay the taxes, money and interest on the days hereinbefore specified, and to observe the above proviso; and that in case any of the said taxes shall become delinquent, that the said party of the second part may pay the same and add the amount thereof, with interest thereon to said mortgage money, and recover the same as part thereof. And in case the bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per cent per annum, from maturity until paid. And said party of the first part and each of them hereby expressly waive an appraisement of said real estate, and all of the Homestead and stay Laws of the state of Kansas, and hereby relinquish all right of dower, homestead and tenant by the curtesy in and to the above described premises. It is hereby further mutually agreed and understood that this mortgage and coupon bond secured by the same are made and executed in accordance with the laws of the State of

For Release See Book 48 Page 200.

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT
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\$3000.00
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