

This Indenture, Made this 13 day of May in the year of our Lord One Thousand, Eight Hundred and Eighty Five between Elizabeth F. Weaver and John J. Weaver her husband of La Fayette in the County of Tippecanoe and State of Indiana of the first part, and Isaiah H. Sleeper of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred \$400⁰⁰ 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: Lots Eighty nine (89) Ninety one (91) Ninety three (93) Ninety Five (95) Ninety seven (97) and Ninety nine (99) on Kerrig Street Baldwin City Kansas with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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 Four Hundred \$400⁰⁰ Dollars according to the terms of One certain note this day executed by the said first parties to the said party of the second part: For \$400 due in One year from date bearing seven per cent interest from date. This note being given for purchase money.

And this conveyance shall be void if such payment be made as is 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, 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 thereof and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter

The following is endorsed on the original instrument
This mortgage and the note thereon have been paid in full and the mortgage hereby discharged & released
Isaiah H. Sleeper Administrator of the Estate of Isaiah H. Sleeper
Recorded March 5-1885 L. S. Steele Deputy Register of Deeds