

This Indenture, Made this seventh day of February in the year of our Lord one thousand eight hundred and eighty nine between Tydia A. Rich and Ezra C. Rich her husband of Emporia in the County of Tyos and State of Kansas of the first part, and E. A. Hill of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of fifteen hundred 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: The West half of the North West Quarter of Section Twenty eight (28) Township Thirteen (13) Range Twenty One (21) East of the First Principal Meridian containing Eighty (80) Acres more or less

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Tydia A. Rich and Ezra C. Rich her husband 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 fifteen hundred dollars

according to the terms of one certain Note this day executed and delivered by the said Tydia A. Rich and Ezra C. Rich to the said party of the second part: Copy of Note
Explain of the date we received the money to pay to the order of E. A. Hill fifteen hundred dollars at Emporia Kas with nine percent interest to be paid monthly from date until paid in full received
No. 129

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Tydia A. Rich and Ezra C. Rich their heirs and assigns.

In Witness Whereof, The said part two of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Tydia A. Rich (SEAL.)
Ezra C. Rich (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS }
County of Tyos } ss.

Be it Remembered, That on this 7 day of Feb, A. D. 1889, before me, J. B. Burton, a Notary Public in and for said County and State, came Tydia A. Rich and Ezra C. Rich to me personally known to be the same person 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 Jan'y - 10 - 1892. J. B. Burton Notary Public.
Recorded Feb - 9 - 1889 at 12 o'clock P. M.

James B. Burton
Reg. Secy of Exors.

In consideration of full payment of the within mortgage I hereby release the same this 29 day of April, 1891.
attest A. W. Carman Deputy Reg. Secy of Exors