

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and eighty 9 between S. A. Atkinson and Caroline Atkinson his wife of Medina in the County of Douglas and State of Kansas of the first part, and do F. W. Mosher of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and fifty (\$450.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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: Lot Sixty eight and sixty nine (68 & 69) in Medina as per recorded plat in and for County and State above named

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said S. A. Atkinson and Caroline Atkinson his wife 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 (\$450.00)

according to the terms of Three certain Notes this day executed and delivered by the said S. A. Atkinson and Caroline Atkinson to the said party of the second part:

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 S. A. Atkinson & Caroline Atkinson his wife heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set his hands and seals the day and year first above written.

Signed and delivered in presence of

F. W. Mosher
W. E. Ralston

Sarchfield A. Atkinson (SEAL.)

Carolina Atkinson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12th day of April, A. D. 1889, before me, W. E. Ralston a Notary Public in and for said County and State, came Sarchfield A. Atkinson and Carolina Atkinson his wife 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 Oct 10 1892.

Recorded May 23rd A. D. 1889, at 10:50 o'clock A. M.

W. E. Ralston Notary Public.

James Brooks Register of Deeds.

For Release See Book 33, Pg. 249

The following is endorsed on the original instrument

Medina Kansas Sept. 23rd 1890

This is to certify that the note for which this mortgage was security having been paid I hereby release all my right and title to it
Recorded Oct. 11 1890 at 11 o'clock A.M.
Wm. H. Brooks