

This Indenture, Made this 12th day of September in the year of our Lord one thousand eight hundred and eighty nine between Frank M. McVale and Fannie E. McVale his wife of Douglas in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and Twenty five 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 North East quarter of the North West quarter of Section No One (1) in Township No Twelve (12) South of Range No Nineteen (19) East of 6th P.M., containing forty (40) acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said ~~part~~ of the first part therein. And the said parties of the first part 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 One hundred and Twenty five Dollars is three years on this date one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part with interest from date to maturity as evidenced by coupons thereto attached and interest after maturity in default at the rate of ten per cent per annum 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Frank M. McHale (SEAL.)

Gannie E. McHale (SEAL.)

_____ (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12th day of September, A. D. 1887, before me, Wm. H. Reynolds, a Notary Public in and for said County and State, came John M. McHale and Annie C. McHale his wife 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 Sept - 13 - 1892

Wm. G. Lincoln

Nikaraya / Nikaraya

Recorded Sept 12 A. D. 1889, at 2⁵ o'clock P-M.

James Brooks

In consideration of full payment of the within mortgage I hereby release the same this 10th.....day of October, 1892.

Wilkes
James Brooke