

This Indenture, Made this 15<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty nine between J. A. Willey and Mary R. Willey, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and W. E. Beardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of thirteen 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 fourth and eighth quarters of the North East quarter of Section No. Twenty seven (27), 40 acres, and the East half of the North West quarter of the North East quarter of Section No. Twenty seven (27), 20 acres, all in Township 19 N., Range 16 E., and Range 16 E., East of the 6th M., being homestead of first parties, who agree to maintain and insure existence of this loan, insurance on said premises to amount of \$600, for benefit of mortgagee or assigns

with all the appurtenances, and all the estate, title and interest of the said parties 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of thirteen hundred dollar according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest after maturity or default, at the rate of ten per cent per annum, the interest from date to maturity or default, being evidenced by coupons attached to said note

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

J. A. Willey (SEAL.)

Mary R. Willey (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15<sup>th</sup> day of November, A. D. 1897, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came J. A. Willey and Mary R. Willey, 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 March 6 1892.

Joseph E. Riggs Notary Public.

Recorded Nov 23 A. D. 1897, at 10<sup>00</sup> o'clock A. M.

James Brooks Reg. of Deeds.

The following is copy of original instrument in consideration of full payment of the within Mortgage I hereby Release the same this 18<sup>th</sup> day of Nov 1904. W. M. W. Willey

(For Assignment See Book 41, Page 318)

Recorded Oct 21<sup>st</sup> 1905, A. W. Cunningham, Register of Deeds. (Assigns See Book 33 Page 442)

