

This Indenture, Made this 30th day of November in the year of our Lord one thousand eight hundred and eighty nine between D. R. McKinney and Mary R. McKinney his wife of Douglas in the County of Douglas and State of Kansas of the first part, and C. E. Dallas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred 100 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 South East Fifty seven (57) acres of the N. E. 1/4 Sec 30 Twp. 14. Range 22 Being the homestead of the parties of the first part

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said D. R. McKinney 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 One Hundred 100 Dollars according to the terms of One certain Note this day executed and delivered by the said D. R. McKinney wife to the said part of the second part: Due One year from date of Nov 30 1889 but thereon at the rate of 10% from date

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 part 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 part 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 part of the second part his making such sale on demand to the said 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

C. E. Dallas

D. R. McKinney (SEAL.)

Mary R. McKinney (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 30 day of Nov, A. D. 1889, before me, Chester E. Dallas, a Notary Public in and for said County and State, came D. R. McKinney and Mary R. McKinney 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 Dec 15 1890.

Chester E. Dallas

Notary Public.

Recorded Nov 30 A. D. 1889, at 5 o'clock P. M.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument:
Balance \$400.00 - On value received I hereby release the within mortgage and authorize the Register of Deeds of Douglas Co. to discharge same from record.
Attested December 20 1890 at Joplin, Mo.
James Brooks
Register of Deeds

The following is indorsed on the original instrument:
The Note herein described having been paid in full this mortgage is hereby released and the same hereby created discharged - As Witness my hand this 15 day of December 20 1890
C. E. Dallas