

This Indenture, Made this fourth day of October in the year of our Lord one thousand eight hundred and eighty nine between Charles C. Salue and Mary E. Salue his wife of Douglas in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of Auburn New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and fifty 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 forty (40) acres of the North half of the North East Quarter of Section No. Fifteen (15) in Township No. Twelve (12) South of Range 6 East of 6th Principal Meridian being the North West Quarter of the North East Quarter of said Section No. 15. and containing forty (40) acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles C. Salue 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 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 Three hundred and fifty Dollars according to the terms of One (1) 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 full six years from date with interest after maturity until paid at the rate of ten (10) per cent per annum, the interest from date to maturity 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 party 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

Charles C. Salue (SEAL.)

Mary E. Salue (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this fourth day of October, A. D. 1892, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Charles C. Salue and Mary E. Salue 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.

Recorded Oct 8 A. D. 1892, at 11 o'clock A. M.

Joseph E. Riggs Notary Public.

James Brooks Register of Deeds.

The following is enclosed in the original instrument.
 The parties herein described having been paid in full the mortgage
 is hereby released and the lien hereby created discharged.
 As witness my hand this 5th day of July A.D. 1906.
 Wm. C. Beardsley, assignee of mortgage.
 Recorded July 5th 1906.
 City of Lawrence,
 Register of Deeds.
 (Assigned see Book 37 Page 296) (Assigned see Book 34 Page 96)

The following is enclosed in the original instrument.
 The parties herein described having been paid in full the mortgage
 is hereby released and the lien hereby created discharged.
 As witness my hand this 5th day of October A.D. 1901.
 Wm. C. Beardsley, assignee of mortgage.
 Recorded Oct 5th 1901.
 City of Lawrence,
 Register of Deeds.
 (Assigned see Book 31 Page 422) (Assigned see Book 27 Page 190)