

This Indenture, Made this first day of January in the year of our Lord one thousand eight hundred and ninety one between J. W. Counts and Mertie S. Counts (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and Lizzie A. Derr of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and ninety 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 her 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: West Forty one and 2/3 Acres (41 2/3 A.) of the South West Quarter (4) and Thirty Eight 1/2 Acres (38 1/2 A.) of the East One hundred and Eighteen Acres (118 A.) of the South West Quarter (4) of Section Twenty three (23) Township fourteen (14) Range Twenty (20) County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. W. Counts and Mertie S. Counts do — hereby covenant and agree, at the delivery hereof are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances Except a Mortgage of Seven hundred (700) dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and ninety five dollars according to the terms of one certain promissory note this day executed and delivered by the said J. W. Counts and Mertie S. Counts to the said party of the second part: Said note due two years after date, and drawing 5% per annum from date and payable annually

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 her 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 her executors, administrators or assigns; and out of all 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 J. W. Counts and Mertie S. Counts their heirs and assigns.

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

Signed and delivered in presence of

J. W. Counts (SEAL)  
Mertie S. Counts (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 31<sup>st</sup> day of Dec, A. D. 1890, before me Justice of the Peace, a Notary Public in and for said County and State, came J. W. Counts and Mertie S. Counts 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 18 W. Bristow  
Recorded Jan - 5 A. D. 1891, at 8<sup>40</sup> o'clock A-M Justice of the Peace

James Brooks Register of Deeds

The following is returned on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released and the lien thereby created discharged  
At Witness my hand this 15 day of Nov, A. D. 1893-  
Lizzie A. Derr  
By Thad. Moore  
Recorded Dec 27th 1893  
Amos Brooks  
Register of Deeds

The following is endorsed on the original instrument