

This Indenture, Made this Second day of July in the year of our Lord one thousand eight hundred and ninety one between Annie H. Nagle and Conrad H. Nagle (hus and wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and J. E. Newlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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: Part of the Northwest quarter (1/4) of the Southwest quarter (1/4) of Section ten (10) Township thirteen (13) Range twenty (20) commencing at the Southwest corner of said quarter (1/4) quarter (1/4) Section thence East eighty five (85) rods thence North Seventy five (75) rods thence West Sixty one and one half (61 1/2) rods thence South to a point East of the South East corner of lot No twenty (20) in the town of Franklin thence in a westerly direction along the South line of the above described quarter (1/4) quarter (1/4) Section thence South to place of beginning containing Thirty six Acres 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 Annie H. Nagle and Conrad H. Nagle do hereby covenant and agree, at the delivery hereof they 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 Excepting one Mortgage of Five hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of ten certain notes for five Dollars each this day executed and delivered by the said Annie H. Nagle and Conrad H. Nagle to the said party of the second part:

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 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 Annie H. Nagle 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

John M. Newlin

Annie H. Nagle
Conrad H. Nagle

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of July, A. D. 1891, before me a Notary Public in and for said County and State, came Annie H. Nagle and Conrad H. Nagle 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 April 28 1891

Recorded Jan 24 A. D. 1891, at 13 o'clock P. M.

James Brooke

Register of Deeds

*The following is indorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.
Attest my hand this 28th day of February A. D. 1893
J. E. Newlin
Recorded February 28th 1893
James Brooke
Register of Deeds*