

This Indenture, Made this 3rd day of March in the year of our Lord one thousand eight hundred and ninety one between Thomas W. Murphy, A. B. Murphy of Marion Township in the County of Douglas and State of Kansas of the first part, and Leticia Bond of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: East half of the Northwest quarter of Section Two (2) Township Eighteen (18) Range Seventeen (17) containing Eighty 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 Thomas Murphy and A. B. Murphy do hereby covenant and agree at the delivery hereof they 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.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of a certain note this day executed and delivered by the said Thomas Murphy and A. B. Murphy 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 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 Thomas Murphy and A. B. Murphy 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

Leticia Bond

T. W. Murphy (SEAL)

Annie Murphy (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 3rd day of March, A. D. 1891, before me Leticia Bond, Justice of the Peace, a Notary Public in and for said County and State, came T. W. Murphy and Annie Murphy 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 18

Leticia Bond J. P. Notary Public

Recorded March - 20 A. D. 1891, at 11 o'clock A. M.

James Brooke Register of Deeds

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage I
hereby release the same this 23rd day of July 1891
Leticia Bond

Recorded July 23rd 1891
J. W. Brooks
Register of Deeds