

This Indenture, Made this Second day of October in the year of our Lord one thousand eight hundred and ninety one between Birdetta C. Linclaire and Michael Linclaire husband and wife of Marion in the County of Douglas and State of Kansas of the first part, and Andrew Willard of Beaver Dam Wis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred (\$800.00) 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 half of the northeast quarter of section twenty three (23) in township fourteen (14) south of range twenty one (21) east of the first Principal Meridian according to the Government survey of said land containing 80 acres more or less. The following described piece or parcel of land to-wit: The South 76 acres of the northeast quarter of section thirteen (13) in township and range of section and privilege is granted to mortgagee for all said less on principal at the time of the payment of any interest coupon shall the sum of "two" shall have been paid of the above consideration and the interest thereon as herein provided the Mortgagee agrees to release either of the piece above described that the Mortgagee may elect. with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Birdetta C. Linclaire and Michael Linclaire do hereby covenant and agree that 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 Eight Hundred Dollars or the interest thereon at 7 per cent per annum according to the terms of One certain Coupon Note this day executed and delivered by the said Birdetta C. and Michael Linclaire to the said party of the second part: payable five years after date with interest at seven per cent per annum payable on the first day of December in each year after this year.

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, on 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 parties 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

Birdetta C. Linclaire (SEAL.)
Michael B. Linclaire (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 2 day of October, A. D. 1891, before me Charles Chadwick, a Notary Public in and for said County and State, came Birdetta C. Linclaire and Michael Linclaire husband and wife to me personally known to be the same person 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 Sept - 11 - 1895 Chas Chadwick Notary Public.
Recorded Oct - 2 - A. D. 1891, at 4 o'clock P M. Douglas County

James Brooks Register of Deeds

Released for Record 57 Pages 286

For Record Release see Book 29 Page 576