

This Indenture, Made this 12 day of May in the year of our Lord one thousand eight hundred and Ninety Three between Anna Mary Neil + Nicholas Neil her husband of the first part, and Mary E. Bosworth of Franklin County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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: The South West Quarter of Section Seventeen (17) Township Fourteen (14) of Range Twenty one (21) E. 6 PM.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain Note this day executed and delivered by the said Anna Mary Neil + Nicholas Neil to the said parties of the second part: payable at Nellsville Kansas, with ten interest coupons attached. The said first parties to have five days of paying the entire loan on and after two years from the date hereof by giving 30 days notice with interest thereon 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 parties 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 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 or demand to the said first parties 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. This 12 day of May in the year of our Lord eighteen hundred and Ninety Three (SEAL)  
Signed and delivered in presence of Anna Maria Neil (SEAL)  
Nicholas Neil (SEAL)

STATE OF KANSAS, } ss.  
Franklin County

Be it Remembered, That on this 12 day of May, A. D. 1893, before me J. J. Gregory, a Notary Public in and for said County of Franklin State, came Anna Mary Neil + Nicholas Neil her husband 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 November 14 1896

Recorded May 17 A. D. 1893, at 8 o'clock P. M.

J. J. Gregory

Notary Public

James Brooke  
Register of Deeds

For release see Book 37 Page 163

The above is a true and correct copy of the original instrument