

This Indenture, Made this Twelfth day of May in the year of our Lord one thousand eight hundred and ninety four between Peter Nastie and Mary E. Nastie his wife of Makarusa in the County of Douglas and State of Kansas of the first part, and Lucy A. Fuller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: The West half of the South West Quarter of Section No twenty two (22) in Township No thirteen (13) South of Range No thirteen (13) East, containing Eighty Acres of land more or less and being the homestead of the said parties of the first part

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

Three hundred dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due and payable three years after date with interest at nine per cent per annum payable once annually, with the privilege of paying one hundred dollars or any multiple thereof at any interest paying period Interest after maturity to be at ten per cent per annum 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 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 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

Peter Nastie (SEAL.)
Mary E. Nastie (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of May, A. D. 1894, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Peter Nastie and Mary E. Nastie 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 Feb - 24 1896
Recorded May - 19 A. D. 1894, at 3 o'clock P. M.

Joseph E. Riggs Notary Public.
James Brooks Register of Deeds.

The following is indexed in the original instrument
In consideration of full payment of the within mortgage I hereby release the same this 5th day of June 1894.
Lucy A. Fuller

Recorded April 14th 1898

