

This Indenture, Made this Twenty fourth day of July in the year of our Lord one thousand eight hundred and Ninety four between M. T. Clearfors and Scenie A. Clearfors (wife) of Willow Springs in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath 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: Begin at the South East Corner of the North West quarter (1/4) of Section Fifteen (15) Township Fourteen (14) South of Range Nineteen (19) East of the Meridian North Fifty three and third (53 1/3) rods West Forty (40) rods, South Fifty three and third (53 1/3) rods East Forty (40) rods to beginning Thirteen and third (13 1/3) acres more or less, also commencing at a point Eighty (80) rods South of the North East Corner of the North West quarter (1/4) of Section Ten (10) Township Fourteen (14) Range Nineteen (19) thence West Eighty (80) rods thence South Twenty six and two thirds (26 2/3) rods South East Eighty (80) rods to the East line of said quarter section thence South Twenty six and two thirds (26 2/3) rods to place of beginning less the sum of Two (2) acres of above described tract containing Eleven and one third (11 1/3) acres more or less with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

M. T. Clearfors and Scenie A. Clearfors

hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of good and indefeasible estate of inheritance therein free and clear of all incumbrances Insured in favor Mortgage in the sum of Eight hundred Dollars.

James Brooks  
July 24, 1896

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred Dollars according to the terms of One certain Note & six Coupons this day executed and delivered by the M. T. Clearfors and Scenie A. Clearfors to the said party of the second part his heirs or assigns

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 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 M. T. Clearfors heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

M. T. Clearfors

Scenie A. Clearfors  
her mark

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 24 day of July, A. D. 1896, before me John M. Newlin, a Notary Public in and for said County and State, came M. T. Clearfors and Scenie A. Clearfors

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 April 24, 1895

Recorded July 25, A. D. 1896, at 12<sup>o</sup> o'clock P.M.

John M. Newlin

Notary Public



James Brooks  
Register of Deeds