

Recorded June 24. 1895 at 3:15 o'clock AM.

James Brooks
Register of Deeds

This Indenture, Made this twenty fourth day of June in the year of our Lord one thousand eight hundred and ninety five between John M. Willey and Nancy M. Willey his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Mitealy of Lawrence Kansas of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of Three hundred and fifty Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following 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 North west quarter of the North east quarter of Section Twenty seven (27) in Township Thirteen (13) of Range Twenty (20) with 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; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Three hundred and fifty Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part, to-wit: Note No. 1, for Three hundred fifty Dollars, due July 1st 1900, all dated June 24, 1895, payable to Russell & Mitealy or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first days of January and July in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided.

The following is enclosed on the original indenture
The Note herein described having been paid in full
This Mortgage is hereby Released and the Lien thereby
Created is changed. As Witness my hand this 26 day
of July, A.D. 1895
Wilder S. Mitealy

Recorded July 26 - 1905
W. H. Brundage
Register of Deeds