

This Indenture, Made this fourth day of December in the year of our Lord one thousand eight hundred and Ninety five between Samuel K. Hook and Martha A. Hook husband and wife, of Muskogee in the County of Douglas and State of Kansas, of the first part and Gurne Allan of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of sixteen 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, 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 West Quarter of Section number Twenty five (25) in Township number Thirteen (13) of Range number Nineteen (19) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel K. and Martha A. Hook do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of sixteen hundred Dollars, according to the terms of one certain promissory note this day executed by the said Samuel K. and Martha A. Hook to the said party of the second part. Said note being given for the sum of sixteen hundred Dollars, dated Dec. 14th 1895 due and payable in five years from date thereof with interest thereon according to the terms of said note and as shown by coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons provided, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee in the sum of _____ Dollars, in some insurance company, satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties interest and costs, and insure the same at the expense of parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute.

The following is enclosed on the original indenture.
That said parties of the first part having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand, this 4th day of December A. D. 1895.

Gurne Allan

Witness: H. E. Rowson, M. P.

Recorded Dec. 8th 1895.

Attest: My hand this 4th day of December, 1895.