

S.A.

J. H. Noble

Notary Public

James Brooks
Register of Deeds

Notary Commission expires May 14th 1898.

Recorded Dec. 7, 1895 at 8th o'clock AMThe Register of Deeds of Douglas County
the witness whereof, the said Company to be signed by its PresidentD. J. Ross
PresidentRecorded Dec 16-1895
At Wm. C. Thompson
High St. & Main Street

This Indenture, made this twenty-seventh day of November in the year of our Lord one thousand eight hundred and ninety five, Between William Marshall and Mary A. Marshall his wife, of the County of Douglas and State of Kansas, party of the first part, and the Mutual Benefit Life Insurance Company, a body politic and corporate by the laws of the State of New Jersey, located at the City of Newark, in the County of Essex, and State of New Jersey, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Four Hundred (400) Dollars, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, all the following described real estate, situate in the County of Douglas and State of Kansas, to wit, the West Wall of the South West quarter of Section Twenty two (or Township Thirteen (13) Range Twenty (20) containing 60 acres.

Together with all and singular the hereditaments and appurtenances there unto belonging or in anywise appertaining, expressly including all dower and right of dower or curtesy of the said party of the first part therein, and all rights of homestead exemption, to have and to hold the same unto the said party of the second part, its successors and assigns forever.

Provided always, that if the said party of the first part shall pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of Four Hundred (400) Dollars, on the first day of December A.D. 1900, with interest from Dec. 1, 1895 at the rate of six per cent. per annum, payable semi-annually, on the first days of June and December in each year, according to the tenor and effect of a certain First Mortgage Note and the coupons thereto attached executed by the said William A. Marshall and Mary A. Marshall and bearing even date herewith, both principal and interest being payable to the order of the said party of the second part, at its office in Newark New Jersey; and if the said party of the first part shall perform all and singular the covenants herein contained, then this mortgage to be void and be released at the expense of the said party of the first part, otherwise to remain in full force and effect.