

This Indenture, Made this 7th day of March in the year of our Lord one thousand eight hundred and ninety-six between Agro Slack + Agnes Slack his wife of Wellsville, in the County of Franklin and State of Kansas of the first part, and J. L. Hughes Executor of the Est. of Allen Hughes Dec. of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred fourteen + $\frac{3}{4}$ 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, and described as follows, to wit:

The North west Fractional Quarter of Section three (3) Township fifteen (15) of Range Twentyone (21) East, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Agro Slack + Agnes Slack 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 encumbrances. This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred fourteen + $\frac{3}{4}$ Dollars, according to the terms of a certain coupon bond note this day executed by the said parties of the first part, to the said party of the second part;

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same becomes due and payable, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount, then unpaid of principal and interest, together with the costs and charges of making such sale, and the surplus, 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 and seals the day and year last above written.

Signed, sealed and delivered in Presence of

Agro Slack (Seal.)
Agnes Slack (Seal.)

The following is indorsed on the original instrument:
The within Mortgage having been paid in full, it is hereby released
on this the original instrument this 11th day of Feb. A.D. 1898
J. L. Hughes Ex.

Recorded Feb 12th 1898

John L. Hughes, Register of Deeds