

This Indenture, Made this Tenth day of September in the year of our Lord one thousand eight hundred and ninety four between William R. Talwell wife Elizabeth R. Talwell of Clinton in the County of Douglas and State of Kansas of the first part, and J. H. Edson of said County of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two 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 the 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 forty of the West One hundred & twenty acres of the North West quarter of Section twenty five Township Thirtieth (3) Range Thirtieth (1)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William R. & Elizabeth R. Talwell 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

This grant is intended as a Mortgage, to secure the payment of the sum of Two hundred dollars according to the terms of one certain Promissory note this day executed and delivered by the said William R. & Elizabeth R. Talwell to the said party of the second part as follows, to-wit: Belvoir Sept. 10. 1894
Two years from date for value received I promise to pay J. H. Edson or order two hundred dollars with interest at eight per cent per annum interest payable annually 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 the 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 the 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said William R. and Elizabeth R. Talwell their heirs and assigns.

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

Signed and delivered in presence of

R. H. Scott

C. E. Woodward

W. R. Talwell

E. R. Talwell

mark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
 County of Cherokee } ss.

Be it Remembered, That on this 20th day of Sept, A. D. 1894, before me, the undersigned J. B., a Notary Public in and for said County and State, came W. R. Talwell and E. R. Talwell his wife who are to me personally 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 189

Recorded Sept 26 A. D. 1894 at 1 o'clock P. M.

R. H. Scott J. B.

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on original instrument
 The Note herein described having been paid in full this
 mortgage is hereby released and the lien thereby created discharged.
 J. H. Edson my hand this 15th day of Sept 1896
 J. H. Edson
 Recorded Sept 19. 1896 James Brooks, Register of Deeds
 McTearman Deputy