

This Indenture, Made this 24th day of September in the year of our Lord one thousand eight hundred and ninety four between O. G. McNew of Douglas in the County of Douglas and State of Kansas of the first part, and Elizabeth S. Matton of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: Commencing at the South West corner of the South West Quarter of Section No. twenty three (23) in Township No. Thirteen (13) South of Range No. twenty (20) East of the 6th P.M. thence running East 45 Rods, thence North 160 Rods to North line of said Quarter, thence West 45 Rods to the North West corner, thence thence South on the West line to place of beginning, containing 45 acres and being the land intended to be conveyed to Elizabeth S. Matton by Joseph Woodall and wife, by deed dated February 13, 1886, and by John E. Dodge, by deed dated January 4, 1889 with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

O. G. McNew doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars, being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: due in five years from date, with interest at 7% per annum from date to maturity, and interest at 10% per annum after maturity until paid.

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 therefor, 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 his 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 his 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 O. G. McNew, his heirs and assigns.

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

Signed and delivered in presence of O. G. McNew (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24th day of September, A. D. 1894, before me, J. R. Night a Notary Public in and for said County and State, came O. G. McNew 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 April 21 1895
Recorded Sept 29 A. D. 1894 at 7:40 o'clock P. M. J. R. Night Notary Public.

James Brooks
Register of Deeds.

For release see Book 37, Page 74.