

This Indenture, Made this twelfth day of October in the year of our Lord one thousand eight hundred and ninety four between James White (widower) of Euclora in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of four hundred and twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has do 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 (1/4) of the North West quarter (1/4) of Section Seven (7) Township Thirteen (13) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James White do 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

This grant is intended as a Mortgage to secure the payment of the sum of four hundred and twenty five Dollars according to the terms of one certain Note and six Coupons this day executed and delivered by the said James White to the said party of the second part: his heirs or assigns

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 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 James White heirs and assigns.

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

Signed and delivered in presence of James White (SEAL.)
John M. Newlin (SEAL.)
STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 6 day of Oct, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came James White 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 28 1895
Recorded Oct 12 A. D. 1894 at 5:20 o'clock P. M.
John M. Newlin Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the land thereby created discharged.
As witness my hand, this 7 day of Oct. A.D. 1897
Martha B. Wallace
By Frank H. Snow
her Atty in fact
Recorded October 7th 1897
James Brooks
Register of Deeds