

This Indenture, Made this 9th day of October in the year of our Lord one thousand eight hundred and ninety four between O. E. Searnard and Mary I. Searnard his wife of Kansas in the County of Douglas and State of Kansas of the first part, and M. O. Beardsley of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Three Thousand 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, described as follows, to-wit: The North Half of the South West fractional Quarter of the South West fractional Quarter of Section No. 16 (16), in Township No. 13 (13) South, of Range No. 20 (20) East of the 6th P.M. Also the North Half of the following: Beginning at the North East corner of the South West Quarter of the South West Quarter of said Section No. 16 (16) Township Thirteen (13) Range Twenty (20), thence running East 1/4 mile, thence South to South line of said Section, thence West 1/4 mile to East line of said South West Quarter of South West Quarter of Section 6 aforesaid, thence North to place of beginning with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said parties of the first part 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, and that they will warrant and defend the same in the quiet and peaceable possession of 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 Three Thousand Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in three years from date, with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default, until fully paid, at the rate of ten percent per annum. 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said part all of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

O. E. Searnard (SEAL)

Mary I. Searnard (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of October, A. D. 1894, before me, L. A. Night, a Notary Public in and for said County and State, came O. E. Searnard and Mary I. Searnard his wife

to me personally known to be the same persons 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 1 1895

Recorded Oct 10 1894 at 6 o'clock 12 M.

Notary Public.

Jama Brooks
Register of Deeds.

(Assigned Sub Book 3 Page 480) (Released Sub Book 39 Page 16)

The following is indicated on the Original Instrument