

This Indenture, Made this Eighth day of November in the year of our Lord one thousand eight hundred and ninety four between Emmett L. Kerr and Naomi M. Kerr his wife of Callow Kansas in the County of Douglas and State of Kansas of the first part, and Adolph C. Greiss and Theodore E. Greiss of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Six 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 part 2d of the second part their 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 East half in quantity of the following described land to wit: Beginning at the North East Corner of the North West Quarter of Section Sixteen (16) in Township Fourteen (14) South of Range Nineteen (19) East of the 6th Meridian thence South thirty four (34) rods thence West forty (40) rods thence South forty (40) rods thence West sixty (60) rods to a stake on a line with a rock fence, thence South East to said rock fence following and bounding on said rock fence about sixty five (65) rods to the South line of said quarter section thence West to the South West corner of said quarter section, thence North One hundred thirty (130) rods to the North West corner of said quarter section, thence East One hundred thirty (130) rods to the place of beginning containing in said bounds One hundred thirty (130) rods more or less the amount hereby conveyed being fifty six (56) Acres, more or less with all the appurtenances, and all the estate, title and interest of the said part 1st 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

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred dollars according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said part 2d of the second part: Two hundred fifty dollars on the first day of May 1895 & three hundred & fifty dollars in five years from the date hereof, with interest at eight per cent per annum on both said sums, interest on said last named amount to be paid annually on the 8th day of November of each year

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 part 2d of the second part their 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 part 2d of the second part their 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 part 1st of the first part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Emmett L. Kerr (SEAL.)
Naomi May Kerr (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this Eighth day of November, A. D. 1894, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Emmett L. Kerr and Naomi M. Kerr 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 March 7 1896
Recorded Nov 8 A. D. 1894 at 3:30 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is indexed as Original Instrument.
The Notes herein described having been paid in full, this Mortgage is hereby released, and the lien thereby created discharged.
Attest: As witness my hand, this 14th day of April, A.D. 1896.
R. D. Mason
Recorded April 15th 1896.
James Brooks