

This Indenture, Made this third day of November in the year of our Lord one thousand eight hundred and ninety four between William Hughes and Ellen J. Hughes, his wife of Douglas 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 parties of the first part in consideration of the sum of Six Hundred and Forty and 00/100 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 South West Quarter of Section Thirteen (13) and the South Half of South West Quarter of North West Quarter of Section Thirteen (13) all in Township No. Thirteen (13) South, of Range No. Twenty (20) East of 6th P.M. subject to a mortgage to M. O. Beardsley, also the South West fractional Quarter of Section No. Twenty Six (26) in Township No. Thirteen (13) South, of Range No. Twenty (20) East of the 6th P.M. containing 4 acres, more or less, also so much of the North West fractional Quarter of Section No. Twenty (20) in Township No. Thirteen (13) South, of Range No. Twenty (20) East of the 6th P.M. as hereof of the West line of the Shawnee Indian Reservation, containing 1/4 acre, more or less, being the homestead of said first parties, said last two described tracts of land being subject to a mortgage in favor of The Northwestern Mutual Life Insurance Company, dated Oct. 17, 1894, with all the appurtenances, and all the estate, title and interest of the said parties 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, except as above noted and that they 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 Six Hundred and Forty and 00/100 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 two 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 per cent 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 parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

William Hughes (SEAL)
Ellen J. Hughes (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8 day of November, A. D. 1894, before me, L. H. Night, a Notary Public in and for said County and State, came William Hughes and Ellen J. Hughes 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 21 1895

Recorded Nov 10 A. D. 1894 at 2 o'clock P. M.

Notary Public.

Jesse Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 4th day of October, 1899

Wm D. Sinclair

Attest: Oct. 4, 1899. William D. Sinclair Register of Deeds of Douglas County, Kan.

(Assigned See Book 2, Page 883)

The following was endorsed on the original instrument