

This Indenture, Made this Nineteenth day of November in the year of our Lord one thousand eight hundred and ninety four between Flornice B. Ewing and Lucy J. Ewing his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and M. S. Foster of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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 West half (1/2) of the North East quarter (1/4) of the South East quarter (1/4) of Section Twenty, one (21) Township Twelve (12) Range Nineteen (19) East of 6th M., also that certain other tract or parcel of land beginning forty (40) rods West of the North East Corner of said quarter section, thence South 1/4 (1/4) rods, thence East 1/4 (1/4) rods, thence North 1/4 (1/4) rods, thence West 1/4 (1/4) rods to place of beginning.

with all the appurtenances, and all the estate, title, and interest of the said parties of the first part therein. And the said Flornice B. Ewing and Lucy J. Ewing his wife 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable Three years after date, with interest semi-annually according to coupons, thence attached

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 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. The timber on property not to be cut off or destroyed without consent of Mortgagee or his agent in writing

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

Nugh Blair

Flornice B. Ewing
Lucy J. Ewing

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 19th day of November, A. D. 1894, before me, Nugh Blair, a Notary Public in and for said County and State, came Flornice B. Ewing and Lucy J. Ewing 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 28th Dec 1897

Recorded Nov 19 A. D. 1894 at 11 o'clock A. M.

Notary Public.

Nugh Blair
James Brooks
Register of Deeds.

The following is a record on original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
M. S. Foster
Recorded Oct 21, 1896 James Brooks Register of Deeds
J. W. Gorman Deputy