

This Indenture, Made this fourteenth day of November in the year of our Lord one thousand eight hundred and ninety four between Albert Wright and Ella Wright (wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and C. A. Miskale of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of Three hundred twenty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold and by these presents do grant, bargain, sell and mortgage to the said party all of the second part all 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 Twenty five (25) acres of the West half (1/2) of the North East Quarter (1/4) of Section thirty four (34) Township fourteen (14) South of Range twenty (20) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said Albert Wright and Ella Wright 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 Three hundred twenty five Dollars according to the terms of four certain Notes this day executed and delivered by the said Albert Wright and Ella Wright to the said party all of the second part: 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 all of the second part all 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 all 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 all making such sale on demand to the said Albert Wright heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Albert Wright
Ella Wright

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17 day of November, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came Albert Wright Ella Wright 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 Nov 21 A. D. 1894 at 9³⁰ o'clock A. M.

John M. Newlin

Notary Public

James Brooks
Register of Deeds

The following is inclosed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
Witness my hand this 17th day of Nov & S. 1902
Charles H. Spencer

(Original Not Book 37 Page 397)

Recorded Nov 17, 1902
L. B. B. v. m. g. p. m.
Register of Deeds

