

This Indenture, Made this 26 day of November in the year of our Lord one thousand eight hundred and ninety four between William Story and Anna Y. Story his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Merchants Loan & Savings Bank of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of Eight 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 Merchants Loan & Savings Bank 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 (1/2) of the South East quarter (1/4) of Section sixteen (16) Township sixteen (16) Range thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William Story and Anna Y. Story 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of One certain Coupon Note this day executed and delivered by the said William Story and Anna Y. Story his wife to the said party of the second part: payable 5 years after date with interest after maturity as evidenced by coupons attached to said note

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 Merchants Loan & Savings Bank 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 Merchants Loan & Savings Bank 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 heirs and assigns.

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

Signed and delivered in presence of

William Story (SEAL)  
Anna Y. Story (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 26 day of November, A. D. 1894, before me, Geo. R. Banks, a Notary Public in and for said County and State, came William Story and Anna Y. Story 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 Dec 1 1896

Recorded at 26 A. D. 1894 at 4 o'clock P. M.

Geo. R. Banks

Notary Public

James Brooks  
Register of Deeds

The following is extracted from the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the title hereby created, discharged.  
As witness my hand, this 22<sup>nd</sup> day of April A.D. 1900.

Merchants Loan & Savings Bank  
by W. Newman, President

Attest: R. A. Wood  
(Seal)

Recorded April 22<sup>nd</sup> 1900.

W. P. Johnson

Register of Deeds

Deputy.