

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2nd day of January in the year of our Lord one thousand eight hundred and ninety five between Archibald Finley and Margaret Finley his wife of Douglas in the County of Douglas and State of Kansas of the first part, and James D. Osley, of Lawrence, Kansas of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Fifteen 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 North half of the South West quarter of Section One (1), in Township Thirteen (13) South, of Range Eighteen (18) East of Sixth P.M., containing eighty acres, more or less.

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

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars, being part purchase money of the above described premises 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 five years from date, with interest from date, at the rate of seven per cent. per cent. per annum, payable semi-annually, interest from maturity, or default 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 seal the day and year first above written.

Signed and delivered in presence of

Witness to mark of Margaret Finley  
Wm. S. Sinclair

Archibald Finley (SEAL.)  
Margaret Finley (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 2nd day of January, A. D. 1895, before me, Wm. S. Sinclair, a Notary Public in and for said County and State, came Archibald Finley and Margaret Finley, 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 October 4 1896 Wm. S. Sinclair Notary Public.  
Recorded Jan 2 A. D. 1895 at 3 o'clock P. M.

James Brooks Register of Deeds.

The following is inclosed as original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the title thereby created is changed  
As witness my hand this 6th day of January A.D. 1900.  
Archibald Finley  
Recorded Jan 6th 1900 - W. S. Sinclair Registrar of Deeds