

This Indenture, Made this 27 day of December in the year of our Lord one thousand eight hundred and ninety four between J. Elliott, Louisa Elliott of \_\_\_\_\_ in the County of Douglas and State of Kansas of the first part, and M. Jennie Gifford of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Six Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and mortgage to the said part 2nd of the second part her 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 thirty two and one half (32 1/2) acres of South East quarter (1/4) of South West quarter (1/4) of Section twenty six (26) Township twelve (12) Range Eighteen (18) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

The grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. Elliott and Louisa Elliott to the said party 2nd of the second part: M. Jennie Gifford

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 2nd of the second part her 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 2nd of the second part her 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 2nd making such sale on demand to the said parties of the 1st part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. Eliot (SEAL)  
Louisa Eliot (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Buchanan } ss.

Be it Remembered, That on this 29th day of December, A. D. 1894, before me, Charles M. Stone a Notary Public in and for said County and State, came J. Eliot and Louisa Eliot his wife 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 Nov 21 1897  
Recorded Jan 5 A. D. 1895 at 11 o'clock A. M.

Charles M. Stone Notary Public.  
James Brooks Register of Deeds.

The following is indexed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. At witness my hand, this 30th day of December, A.D. 1895. J. O. Haines

Recorded January 4th 1895  
James Brooks  
Register of Deeds