

This Indenture, Made this 19th day of January in the year of our Lord one thousand eight hundred and ninety five between Arthur J. Burroughs of the Township of Makarusa in the County of Douglas and State of Kansas unmarried of the first part, and O. P. Grosvenor of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents doth 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: An undivided One half interest share or part in the South Eighty Seven and one half (87 1/2) acres of the East One hundred (100) acres of the South East quarter of Section Number Nineteen (19) in Township No 13 of Range No Twenty (20) Also an undivided half interest in all that part of the West half of the North East quarter of said Section Nineteen Township and Range aforesaid lying North of Centre of Channel of Makarusa River with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Arthur J. Burroughs doth hereby covenant and agree that at the delivery hereof he is the lawful owner 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 and fifty dollars according to the terms of One certain promissory note this day executed and delivered by the said Arthur J. Burroughs to the said party of the second part: payable three years after date with interest at 8% semi-annually

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 therefor, 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 party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

Arthur J. Burroughs (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 19th day of January, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Arthur J. Burroughs an unmarried man 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 28th Decr 1897

Recorded Jan 19 A. D. 1895 at 3 o'clock P. M.

Notary Public

Hugh Blair
James Brooks
Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
O. P. Grosvenor
attest
Recorded July 22nd 1897
James Brooks
Register of Deeds

