

This Indenture, Made this Eighth day of January in the year of our Lord one thousand eight hundred and ninety four between James H. Day and Mary J. Day (wife) of Laurie in the County of Douglas and State of Kansas of the first part, and Eliza Osborn of the second part,

**Witnesseth,** That the said parties 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 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: Commence at the South West Corner of the South half (1/2) of the South West quarter (1/4) of Section Twelve (12) Township Thirtieth (30) of Range Nineteen (19) Third North Fifth (50) Road East Ninety Six (96) Road South Fifty (50) Road West Ninety Six (96) Road to the place of beginning containing thirty acres.

with all the appurtenances, and all the estate, title and interest of the said part 1/2 of the first part therein. And the said James H. Day and Mary J. Day 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 Note and ten Coupons this day executed and delivered by the said James H. Day and Mary J. Day to the said party of the second part: her 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 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 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 making such sale on demand to the said James H. Day her 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

John M. Newlin

James H. Day (SEAL)  
Mary J. Day (SEAL)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 9<sup>th</sup> day of January, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came James H. Day and Mary J. Day 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 24 1895

Recorded Jan 23 A. D. 1895 at 5<sup>15</sup> o'clock P. M.

John M. Newlin Notary Public

James Brooks Register of Deeds

The following is index of an original instrument  
 The state herein described having been paid in full this mortgage  
 is hereby released and the lien thereby created discharged  
 As Witness my hand and seal this 23rd day of February A.D. 1900  
 Attest James H. Day  
 Recorded March 10 1900  
 W. Osborn Register of Deeds