

This Indenture, Made this 31<sup>st</sup> day of January in the year of our Lord one thousand eight hundred and ninety five between Geo E Neil + Martha his wife of Osawatomie in the County of Douglas and State of Kansas of the first part, and Mrs Merritt L. Burr of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Five 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 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 half of the East half of the South East Quarter of Section Eighteen (18) Township Fourteen (14) Range Twenty-one (21) with all improvements thereon

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo E Neil and Martha 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 Five hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Geo E Neil and Martha his wife to the said party of the second part: due 5 years from date at 8% interest for annum until paid but payable 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 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 heirs 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 heirs 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 Geo E Neil and Martha his wife 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

Geo E Neil (SEAL)  
Martha Neil (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 31<sup>st</sup> day of January, A. D. 1895, before me, Chas Gilla, a Notary Public in and for said County and State, came Geo E Neil and Martha 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 January 16<sup>th</sup> 1897  
Recorded Feb 1 A. D. 1895 at 10 o'clock A. M.

Chas Gilla Notary Public  
James Brooks Register of Deeds

The following is indorsed on the original instrument:  
The note herein described having been paid in full this Mortgage is hereby released and the lien hereby created discharged as witness my hand this 29<sup>th</sup> day of January A.D. 1895  
Mrs Merritt L. Burr  
Recorded Feb 6<sup>th</sup> 1895

Wm. H. Burr  
Register of Deeds