

This Indenture, Made this Fourth day of July in the year of our Lord one thousand eight hundred and ninety five between Platt Griffith and Mary E. Griffith (wife) of Medina in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said part I of the first part in consideration of the sum of Two hundred and fifty 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 (1/2) of the North West quarter (1/4) of Section Eleven (11) Township Fifteen (15) Range Thirteen containing Eighty Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Platt Griffith and Mary E. Griffith do hereby covenant and agree that at the delivery hereof they are 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 Two hundred and fifty Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Platt Griffith and Mary E. Griffith to the said party of the second part his 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 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 Platt Griffith his heirs and assigns.

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

Signed and delivered in presence of
Ella F. Halliday Platt Griffith (SEAL)
Mary E. Griffith (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5 day of February, A. D. 1895, before me, J. A. Halliday, a Notary Public in and for said County and State, came Platt Griffith and Mary E. Griffith 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 July 20 1896
Recorded Feb 6 A. D. 1895 at 5:15 o'clock P M.

J. A. Halliday Notary Public
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 as witness my hand this 14th day of March, A.D. 1898
Mrs. Hiram C. Smith

Recorded March 9th 1898.

(For assignment see book 31 Page 347)

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
Recorded August 7th 1899
E. J. Saxman