

This Indenture, Made this 6th day of February in the year of our Lord one thousand eight hundred and ninety five, between John E. Deming and Nellie M. Deming his wife of Madison in the County of Douglas and State of Kansas of the first part, and Delia A. Stewart of the second part,

Witnesseth, That the said part 1st 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: The West half (1/2) of the North East quarter (1/4) of Section Six (6) in Township fifteen (15) of Range Eighteen (18) in Douglas County Kansas

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

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 Real Estate Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable five years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached.

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 part 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

J. B. Barker

John E. Deming (SEAL)
Nellie M. Deming (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of February, A. D. 1895, before me, J. M. Baldwin a Justice of the Peace, a Notary Public in and for said County and State, came John E. Deming and Nellie M. Deming his wife to me personally known to be the same persons 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 189
Recorded 11 A. D. 1895, at 11 o'clock M.

J. M. Baldwin Justice of the Peace
James Brooks Register of Deeds

The following is a true and correct copy of the original instrument as the same has been described having been paid in full this Mortgage is hereby released and the same is hereby discharged. As witness my hand and the first day of February A.D. 1900. Attest: Isabel S. Brantley Notary Public

Recorded Feb. 5th 1900.