

This Indenture, Made this 16th day of February in the year of our Lord one thousand eight hundred and ninety five between Ida M. Starr and C. E. Starr husband and wife of Kansas in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said party Ida M. Starr of the first part in consideration of the sum of Twenty Two Hundred Thirty Four and 2/3 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 Ida M. Starr of the second part Ida M. Starr 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 West quarter of Section Twenty One (21) Township Thirteen (13) Range Nineteen (19) East of the 6th P.M. containing 160 acres more or less the homestead of grantors

with all the appurtenances, and all the estate, title and interest of the said party Ida M. Starr of the first part therein. And the said Ida M. Starr do hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 Twenty Two Hundred Thirty Four and 2/3 Dollars on or before one year after date with interest at 7% per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Ida M. Starr and C. E. Starr to the said party Ida M. Starr of the second part:

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 Ida M. Starr of the second part Ida M. Starr 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 Ida M. Starr 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 Ida M. Starr making such sale on demand to the said Ida M. Starr heirs and assigns.

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

Signed and delivered in presence of

Geo. R. Banks

Mrs. Ida M. Starr

(SEAL)

C. E. Starr

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of February, A. D. 1895, before me, Geo. R. Banks a Notary Public in and for said County and State, came Ida M. Starr and C. E. Starr husband and 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 Dec. 1st 1896

Geo. R. Banks

Notary Public.

Recorded 16th 16th A. D. 1895 at 1st o'clock P. M.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument
This note, heretofore described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 10th day of March A.D. 1896
Joseph Lewis
By Alex Lewis his attorney in fact

Recorded March 10th 1896
James Brooks
Register of Deeds

