

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of February in the year of our Lord one thousand eight hundred and ninety five between Sida Michael and John M. Michael husband of William Brown in the County of Douglas and State of Kansas of the first part, and Sarah E. Hooper of the second part,

Witnesseth, That the said part 1st 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 part 2nd 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 East thirty (30) Acres of the South East quarter (1/4) of the South West quarter (1/4) of Section Eighteen (18) Township Fourteen (14) Range Nineteen (19). Also the west half (1/2) of the South West quarter (1/4) of the South West quarter (1/4) of the South East quarter (1/4) of Section Nine (9) Township Fourteen (14) Range Nineteen (19) containing Five acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Sida Michael and John M. Michael do hereby covenant and agree that at the delivery hereof they 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 insured in the sum of Five hundred Dollars in favor of the Mortgage

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 with Coupons this day executed and delivered by the said Sida Michael and John M. Michael to the said party 2nd 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 2nd 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 2nd 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 2nd making such sale on demand to the said Sida Michael 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

John M. Newlin

Sida Michael

(SEAL)

John M. Michael

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 25 day of Feb, A. D. 1895, before me, John M. Newlin a Notary Public in and for said County and State, came Sida Michael and John M. Michael husband 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 28 1895Recorded March 1 A. D. 1895 at 9 o'clock A. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument:
The tract herein described having been paid in full, this mortgage is hereby released, and the same hereby created discharged.

Attest: Joseph B. Hooper
Recorded July 10, 1899.

Sarah E. Hooper
G. F. Bowman, Register of Deeds, By William B. Bowman, Deputy.