

This Indenture, Made this Twenty fifth day of February in the year of our Lord one thousand eight hundred and ninety four between Lida Michael and John M. Michael of Wallowa Oregon in the County of Douglas and State of Kansas of the first part, and Saty Oberhart of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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: Beginning at intersection of bridge fence with with the south line of section 18 (S) Township 4 South (T) Range 10 West (R) the distance of 10.30 chains East of the South West Corner of said section 18 (S) and running thence East on the said south line of said section 18 20 rods to middle of said section line thence North on middle of section line 20 rods thence West 17 rods to the corner stone in the bridge fence set 33 one hundred & 25 chains East of the North East Corner of the West half (S) of the South West quarter (4) of the South West quarter (4) of said section 18 running thence North parallel to the West line of said section 18 30 rods to beginning containing 40 acres more or less subject to a mortgage of One hundred dollars on the East thirty three of the South East quarter of the South West quarter of section 18 (S) Township 4 South (T) Range 10 West (R) with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John Michael and John M. Michael 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 Eleven hundred Dollars
according to the terms of Eleven certain Notes this day executed and delivered by the
said Lida Michael and John N. Michael to the said party of the second part:
her 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 be 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 Wm 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 Wm 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 Eda Michael heirs and assigns.

In Witness Whereof, The said parties of the first part, ha^{ve} hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Lida Michael (Seal)
John M. Michael (Seal)
(Seal)
(Seal)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of July, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Lida Michael and John M. Michael, 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 April 28 1895 John M. Newlin
Recorded March 1 A. D. 1895 at 9¹⁰ o'clock A. M. Notary Public

James Brook

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 thereby created discharged.
As Witness my hand this 6th day of June A.D. 1899.
Attest
J. E. Eberhart

Recorded June 21st 1899. *A. H. Norman* Registrar of Deeds.

The following is indorsed on the original instrument