

This Indenture, Made this first day of February in the year of our Lord one thousand eight hundred and ninety five between Robert Ogden a single man of Douglas in the County of Douglas and State of Kansas of the first part, and N. N. Key of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and Twenty five (\$225.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 1/4 of the North West quarter 1/4 of Section thirty six (36) Township thirteen (13) Range thirteen (17) East of the 6th Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Robert Ogden do hereby covenant and agree that at the delivery hereof he is 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 except a prior mortgage from N. N. Key and Lilla L. Key his wife to John H. Moore for \$400 the same being a first lien on above property

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Twenty five dollars according to the terms of him certain Promissory note this day executed and delivered by the said Robert Ogden to the said party of the second part: N. N. Key

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 therefor, 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 Robert Ogden his heirs and assigns.

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

Signed and delivered in presence of

Robert Ogden (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1 day of March, A. D. 1895, before me, James H. Mitchell, a Notary Public in and for said County and State, came Robert Ogden 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 Feb 13 1896
Recorded March 5 A. D. 1895 at 3:30 o'clock P. M.

James H. Mitchell Notary Public.
James Brooke Register of Deeds.

The following is entered in original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
N. N. Key
Witness my hand, this 7th day of October 1895
Recorded Oct 7 1895 James Brooke Register of Deeds
J. W. Carman Deputy