

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28 day of March in the year of our Lord one thousand eight hundred and ninety five between Fredrick J. Oswald and Amelia R. Oswald husband and wife of Marion in the County of Douglas and State of Kansas of the first part, and Amelia B. Brewer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 South half of the Northwest quarter of Section Twelve (12) Township Fourteen (14) Range Seventeen (17) containing Eighty (80) acres, according to the United States Government Survey. This mortgage being given to secure the payment of a portion of the purchase money for said above described tract

with all the appurtenances, and all the estate, title and interest of the said parties 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 Fifteen Hundred Dollars according to the terms of Three (3) certain Promissory notes this day executed and delivered by the said Fredrick J. and Amelia R. Oswald to the said party of the second part: payable \$500 in three years \$500 in five years and \$500 in six years from date at Farmers Bank, Farmers Ills. with interest at the rate of seven per cent per annum payable annually 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 party of the second part the 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 Fredrick J. and Amelia R. Oswald their heirs and assigns.

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

Signed and delivered in presence of

Fredrick J. Oswald (SEAL.)
Amelia R. Oswald (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 14 day of April, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Fredrick J. Oswald and Amelia R. Oswald 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 January 17 1897
 Recorded April 17 A. D. 1895 at 2 o'clock P. M.

Alfred Whitman Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument:
 The note herein described having been paid in full this mortgage
 is hereby released and the said hereby created discharged
 As Witness my hand this 28th day of February A. D. 1900.
Amelia B. Brewer
 Do. By
 J. J. Norman Register of Deeds.
 Recorded March 13 1900.