

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and ninety five between John L. Nannam and Sarah M. Nannam his wife of Admire, Mo in the County of Douglas and State of Kansas of the first part, and The Milledale Bank of Milledale, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 itself 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 Thirteen (13) Township Fifteen (15) Range Twenty (20) also the South West Quarter of Section Thirteen (13) Township Fifteen (15) Range Twenty (20) containing in all Three Hundred and Sixty Acres more or less, according to Government Survey.

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 indefensible estate of inheritance therein free and clear of all incumbrances save a first mortgage of Five Thousand Dollars favor John Dean.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain Bank Note this day executed and delivered by the said John L. Nannam and Sarah M. Nannam his wife to the said party of the second part: payable at Milledale Bank Milledale Kansas as follows, to-wit: One Thousand dollars on the fourth day of April 1895, Forty dollars on the fourth day of October 1895, Forty dollars on the fourth day of April 1896, Forty dollars on the fourth day of October 1896, Forty dollars on the fourth day of April 1897, Forty dollars on the fourth day of October 1897, Forty dollars on the fourth day of April 1898, Forty dollars on the fourth day of October 1898, 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, its 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, its 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 John L. Nannam wife heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this Fourth day of April, in the year of our Lord eighteen hundred and ninety five.
Signed and delivered in presence of
J. T. Greshaw John L. Nannam (SEAL.)
Sarah M. Nannam (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Franklin County

Be it Remembered, That on this 11th day of April, A. D. 1895, before me, J. J. Gregory, a Notary Public in and for said County and State, came John L. Nannam and Sarah M. Nannam his 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 Nov 11th 1896.
Recorded April 5 A. D. 1895 at 8³⁰ o'clock P. M. J. J. Gregory Notary Public.

James Brooks
Register of Deeds.