

This Indenture, Made this 1st day of July in the year of our Lord one thousand eight hundred and ninety four between George A. Story and Rebecca E. Story his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Sam S. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 fractional North half of the North West quarter of Section No. Three-3 in Township No. Fourteen-14 South of Range No. Nineteen-19 East, and also part of the South West quarter of Section No. Thirty-four-34 in Township No. Thirteen-13 South of Range No. Nineteen-19 East, described as follows: Commencing at the South East corner of said quarter section, thence North One hundred and sixty rods to the South West corner of said quarter section, thence North Eighty-5 rods, thence East forty-40 rods, thence North Eighty-50 rods, thence East twenty-20 rods, thence due South three (3) rods, thence South-Easterly to the South East corner of said quarter section, the place of beginning being the homestead of the said parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest from maturity or default in the payment of interest, until fully paid, at the rate of ten per cent per annum. 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 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of
The words thence due South three (3) rods
intended between 18th and 19th lines before
Execution and delivery
Sam S. Sinclair
STATE OF KANSAS, }
County of Douglas } ss.

George A. Story (SEAL.)
Rebecca E. Story (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 1st day of July, A. D. 1895, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came George A. Story and Rebecca E. Story his wife 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 7 1896 Joseph E. Riggs
Recorded July 1 A. D. 1895 at 3⁴⁵ o'clock P. M. James Brooke Notary Public.
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 lien thereby created discharged
As Witness my hand this 13th day of June A.D. 1900.
Ferdinand Hirschland
Recorded June 13th 1900
B. B. Norman, Register of Deeds
(Assigned See Book 3 Page 600)