

This Indenture, Made this 6 day of July in the year of our Lord one thousand eight hundred and ninety five between Agnes M. Oliver and her husband H. N. Oliver of Marion Township in the County of Douglas and State of Kansas of the first part, and James M. Fisher of the second part,

Witnesseth, That the said part III of the first part in consideration of the sum of Twenty two 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 North East quarter of Section Two (2) Township Fifteen (15) of Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part III 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 Twenty two Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Agnes M. Oliver and H. N. Oliver to the said party of the second part: due in five years from date with six per cent interest 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 her 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 heirs and assigns.

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

Signed and delivered in presence of

Eliza J. Baldwin

Agnes M. Oliver

H. N. Oliver

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15 day of July, A. D. 1895, before me, J. M. Baldwin Justice of the Peace, a Notary Public in and for said County and State, came Agnes M. Oliver and H. N. Oliver

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 189

Recorded July 15 A. D. 1895 at 1 o'clock P. M.

J. M. Baldwin

Justice of the Peace

James M. Fisher
Register of Deeds.

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