

This Indenture, Made this 17th day of July in the year of our Lord one thousand eight hundred and ninety five between Joseph H. Halliday and Ella F. Halliday of Medea in the County of Douglas and State of Kansas of the first part, and N. N. Jenkins and Francis E. Jenkins of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three Hundred and Thirty seven $\frac{2}{3}$ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 2^d of the second part their 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: Commencing at a corner stone in the centre of Lawrence St. and south of running west in the lot of the N. E. 4 of the E. 4 of Section 5 Township 15 Range 30 Three hundred and nine feet thence south Three Hundred and Thirty five feet to the line of G. N. East Three East along said line to the line of the S. L. and G. Railway Thence North East along said line to the Centre of Lawrence St. thence North to place of Beginning Centre of Lawrence and to United States Lots 1-7-8-4-5-6-7-11-12 and 14 in Marshall's Addition to Medea Kan. as recorded in the recorder's office in Lawrence Kan. the County of Douglas Sub Division No. 1 in Section 5 Township 15 Range 30. with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Joseph H. Halliday and Ella F. Halliday 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 One Certain Note for Three Hundred and Thirty Seven Dollars and sixty Three Cents according to the terms of certain this day executed and delivered by the said J. H. Halliday and Ella F. Halliday to the said part 2^d of the second part: N. N. Jenkins and Francis E. Jenkins

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 part 2^d of the second part their 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 part 2^d of the second part their 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 part 2^d making such sale on demand to the said J. H. Halliday and Ella F. Halliday heirs and assigns.

In Witness Whereof, The said part 1st of the first part, has hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Oliver E. Butler

Joseph H. Halliday
Ella F. Halliday

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of July, A. D. 1895, before me, E. E. Butler a Notary Public in and for said County and State, came Joseph H. Halliday and Ella F. Halliday 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 - 6th 1896

Recorded July 20 A. D. 1895 at 1¹⁵ o'clock A. M.

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 same thereby created
discharged, as witness my hand this 12 day of June A.D. 1906.
N. N. Jenkins.
Francis E. Jenkins.

Recorded June 18th 1906.
W. W. Armstrong,
Register of Deeds.

Parties Released

Media Kansas Jan 25th 1901

The note described herein having been paid in full this mortgage is hereby released and the same thereby created is discharged and this Division No. 21 Vacated Pursuant to Order of Douglas Co. Kansas

Recorded Jan 25th 1901
W. W. Jenkins
Register of Deeds

The following is recited on the original instrument.
The Note herein described having been paid in full
This mortgage is hereby released and the same thereby created
discharged, as witness my hand this 12 day of June A.D. 1906.
N. N. Jenkins.
Francis E. Jenkins.

Recorded June 12th 1906.
W. W. Armstrong,
Register of Deeds