

This Indenture, Made this Twenty Sixth day of June in the year of our Lord one thousand eight hundred and ninety four between Moses McMillen (unmarried) of Marion Township in the County of Douglas and State of Kansas of the first part, and Cyrus Milford as Guardian of Blanchard minor heir of Charles Ward Deed of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty five and 50/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part himself 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 West one half and North East quarter of the South West Quarter of Section No Ten (10) in Township No fifteen (15) South of Range No Eighteen (18) East of the 6th PM containing One hundred and twenty acres of land more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Moses McMillen do sell hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Three hundred and fifty five and 50/100 dollars according to the terms of One certain promissory note and coupon this day executed and delivered by the said party of the first part to the said party of the second part: due and payable four years after date hereof

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 successors, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part his successors, 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 Moses McMillen his heirs and assigns.

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

Signed and delivered in presence of

Moses McMillen (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 26th day of June, A. D. 1895, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Moses McMillen (unmarried)

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 2nd 1896 Joseph E. Riggs Notary Public.

Recorded July 30 A. D. 1895 at 11:30 o'clock M.

James Brooks
Register of Deeds.

The following is inclosed on the original instrument
Five state herein describing being paid in full this mortgage
is hereby released and the lien hereby created discharged
As Witness my hand this 16th day of May A.D. 1899.

Lybomane Register of Deeds

Recorded May 8th 1899.