

This Indenture, Made this 9th day of August in the year of our Lord one thousand eight hundred and ninety four between Jay C. Reed and Clarence E. Reed heirs at law and Legates of the estate of Everett D. Reed deceased of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Albright of same place of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fourteen 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 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 South Half (1/2) of the South West Quarter (1/4) of Section Eighteen (18) Township Thirteen (13) Range Twenty One (21) Containing Eighty (80) Acres MORE OR LESS.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Jay C. Reed and Clarence E. Reed do hereby covenant and agree that at the delivery hereof and 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 Fourteen Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Jay C. Reed and Clarence E. Reed to the said party of the second part:

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 Jay C. Reed and Clarence E. Reed heirs and assigns.

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

Signed and delivered in presence of

C. F. Richards
O. Y. Richards

Jay C. Reed (SEAL.)
Clarence E. Reed (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of August, A. D. 1895, before me, C. F. Richards, a Notary Public in and for said County and State, came Jay C. Reed and Clarence E. Reed 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 March 29th 1898

Recorded Aug 9 A. D. 1895 at 6 o'clock P M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The notes herein described having been paid in full this mortgage is hereby released and the lien thereby created destroyed.
As Witness my hand this 11 day of March A.D. 1898

Chas Albright
Recorded March 11-1898.

W.D. Seymour Register of Deeds

By W.D. Seymour