

This Indenture, Made this 9<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety Five between Guy C. Need of Eudora in the County of Douglas and State of Kansas of the first part, and Clarence E. Need of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Four Hundred 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 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 party of the first part therein. And the said Guy C. Need do 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 except a certain mortgage dated August 9<sup>th</sup> 1895 given by Guy C. Need and Clarence E. Need to Charles H. Bright for \$1400 payable 5 yrs from date, interest 8 per cent per annum from date.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Guy C. Need 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 Guy C. Need 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

O. F. Richards

O. F. Richards

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 9<sup>th</sup> day of August, A. D. 1895, before me, O. F. Richards, a Notary Public in and for said County and State, came Guy C. Need

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 March 29<sup>th</sup> 1896

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

Notary Public.

O. F. Richards  
James Brooks  
Register of Deeds.

The following is recorded on the original instrument the notes herein described having been paid in full this mortgage is hereby released and the lien thereby created is bargained, assigned, sold, and delivered in my hand this 27th day of November, A.D. 1895  
L.M. Rutledge  
Recorded Jan. 2, 1897  
By Fred Brooks, Register of Deeds.

