

This Indenture, Made this Twelfth day of August in the year of our Lord one thousand eight hundred and ninety five between Nerry E. Richardson and Virginia E. Richardson his wife of Makahia in the County of Douglas and State of Kansas of the first part, and L. A. Fuller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 him 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 East one half of the East one half of the South East quarter of the North West quarter of Section No five (5) in Township thirteen (13) South of Range No twenty (20) East containing 10 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 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 except one mortgage of \$300, dated Mch. 15, 1892 given to the same party

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: due and payable March 15, 1896.

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 him 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 him 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 Nerry E. Richardson his heirs and assigns.

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

Signed and delivered in presence of

N. E. Richardson (SEAL.)
Virginia E. Richardson (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of August, A. D. 1895, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Nerry E. Richardson and Virginia E. Richardson his wife 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 Mch 15 1896

Recorded Aug 17 A. D. 1895 at 11 o'clock M.

Joseph E. Riggs Notary Public.

James Brooks Register of Deeds.

The following is inclosed and original instrument
 to the note herein described having been paid in full, this mortgage is hereby
 released, and the herein thereby shall be discharged.
 At Witness my hand, this 16th day of March A.D. 1896.
 Attest: Joseph E. Riggs
 Recorded March 16, 1896 James Brooks Register of Deeds
James Brooks