

This Indenture, Made this Twelfth day of August in the year of our Lord one thousand eight hundred and ninety five between George Peterson and Mary B. Peterson his wife of Kanabesa in the County of Douglas and State of Kansas of the first part, and J. R. Topping of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of Five (5) Hundred 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 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 North Half of the North Half of the North East quarter of Section number twenty (26) six and Township number twelve (12) South of Range number thirteen (13) East less the West Two and one half (2 1/2) Acres thereof for road purposes, being same tract of land Deeded to G. J. Peterson by Benjamin and Anna Anderson March 24th 1884.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George Peterson and Mary B. Peterson his wife 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 Five hundred (\$500) according to the terms of One certain Note this day executed and delivered by the said George and Mary B. Peterson to the said party of the second part: Dated Aug 10. 95 due Aug 10. 1896 with interest at Eight per cent after date

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 George Peterson his heirs and assigns.

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

Signed and delivered in presence of

J. N. Van Housen

G. J. Peterson (SEAL.)

Mary B. Peterson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

**Be it Remembered,** That on this twelfth day of August, A. D. 1895, before me, N. E. Benson, a Notary Public in and for said County and State, came George Peterson and Mary B. Peterson husband & 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 Jan 20th 1899.

Recorded Aug 10 A. D. 1895 at 12 o'clock M.

N. E. Benson

Notary Public.

James Brooke

Register of Deeds.

The following is endorsed on the original instrument -

\$500.

Received of P. J. Peterson, the within named mortgagor, the sum of Five hundred and no Dollars in full satisfaction of the within mortgage.

Recorded Aug 25th 1900 -

J. H. Hopman, Register of Deeds -

By Billie B. Hopman, Deputy.