

This Indenture, Made this Tenth day of August in the year of our Lord one thousand eight hundred and ninety five between N. J. Creamer and S. M. Creamer husband and wife of Laurie in the County of Douglas and State of Kansas of the first part, and Julia F. Nicholson of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifty 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 all 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 East (SE) corner of the West Twenty (20) acres of the South half (SH) of the South West quarter (SW) of Section thirty six (36) Township twelve (12) Range Number (19) and begin forty (40) rods East of the South West Corner of said quarter (SW) Section thence East to center of a road running North and South thence North along said road 27 1/2 rods West to land owned by Andrew J. Griffin said first tract South to beginning two (2) 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 N. J. Creamer and S. M. Creamer 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 excepting a mortgage of three hundred and thirty three dollars

This grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said N. J. Creamer and S. M. Creamer to the said party of the second part: his heirs or assigns.

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 the 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 the 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 N. J. Creamer heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

S. M. Creamer (SEAL)

N. J. Creamer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of August, A. D. 1895, before me, John M. Newlin a Notary Public in and for said County and State, came N. J. Creamer and S. M. Creamer

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 April 28 1899

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

John M. Newlin

Notary Public.

James Brooks
Register of Deeds.

Released in 12647 of 438

