

This Indenture, Made this third day of September in the year of our Lord one thousand eight hundred and ninety five between Willis Painter an unmarried man of Alfred B. O. in the County of Douglas and State of Kansas of the first part, and A. A. DeMaraville of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of three hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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 quarter of the South East quarter of Section Number ten (10) in Township fourteen (14) in Range number Eighteen (18) containing 40 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 Willis Painter doth 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 of any and every kind whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of three hundred dollars according to the terms of One certain Coupon Mortgage Note this day executed and delivered by the said Willis Painter to the said party of the second part: Payable two years after date with interest at seven per cent per annum half yearly according to coupons thereto attached.

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 Party of the first part his 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

Jimmie Matt

Willis Painter (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3rd day of September, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Willis Painter a single man

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 28th Decr 1897

Recorded Sept 3 A. D. 1895 at 5³⁰ o'clock P. M.

Notary Public.

Hugh Blair
Jimmie Brooks
Register of Deeds.

*This following is indicated on the Original Indenture
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged.
Attest: As Witness my hand, this 2nd day of September 1897
Hugh Blair
Recorder Sept 2, 1897
Jimmie Brooks
Deputy Register of Deeds
Cassata*