

This Indenture, Made this 31st day of August in the year of our Lord one thousand eight hundred and ninety five between J. S. Stauffer and Flora E. Stauffer his wife of Leecompton in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth. That the said parties of the first part in consideration of the sum of Three 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 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 east half of the North West fractional quarter of Section four (4) Township twelve (12) Range eighteen (18) (except three (3) acres off of the west side heretofore sold to Maple Grove Cemetery containing seventy four rods and seventy eight hundredths more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. S. Stauffer and Flora E. Stauffer 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 Three hundred dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said J. S. Stauffer and Flora E. Stauffer to the said party of the second part: of such date herewith calling for three hundred dollars

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 J. S. Stauffer and Flora E. Stauffer 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

J. S. Stauffer (SEAL.)
Flora E. Stauffer (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of August, A. D. 1895, before me, J. N. Bouebrake, a Notary Public in and for said County and State, came J. S. Stauffer and Flora E. Stauffer his wife 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 Jan 14th 1896
Recorded Sept 6th A. D. 1895 at 5 o'clock P.M.

J. N. Bouebrake Notary Public.
James Brooks Register of Deeds.

*The following is endorsed on the original instrument
The notary herein described having been sworn in full, the mortgage is hereby released,
and the loan thereby created discharged. As witness my hand, this 27th day of October A.D. 1899.
William Henry
Recorded Oct. 27th 1899
J. N. Bouebrake
Register of Deeds - Douglas Co. Kansas - Deputy*