

This Indenture, Made this 9th day of September in the year of our Lord one thousand eight hundred and ninety four between Joseph Saptad and Susan Saptad husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary A. North of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 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 North fractional half of the North West fractional quarter of Section Eighteen (18) Township Twelve (12) Range Twenty (20) East of the Sixth Principal Meridian, less the Right of Way of the Union Pacific Railway Company across said land

with all the appurtenances, and all the estate, title and interest of the said parties of the first 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars five years after date with interest payable annually at the rate of seven and one half per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Joseph Saptad and Susan Saptad to the said party of the second part: it being agreed that said Saptad may pay on the principal of said note whenever an interest payment is due any sum of two hundred dollars or over.

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 therefor, 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 her 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 her 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 Joseph and Susan Saptad then 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

Joseph Saptad (SEAL.)
Susan Saptad (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of September, A. D. 1895, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Joseph Saptad and Susan Saptad husband and 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 Dec 1 1896 Geo. A. Banks Notary Public.
Recorded Sept 7 A. D. 1895 at 1¹⁵ o'clock M.

James Brooke
Register of Deeds.

The following was indorsed on the original instrument
The note herein described being then paid in full the mortgage
is hereby released, and the lien thereby created discharged
At Witness my hand this tenth day of September A.D. 1895

Mary A. North.

Recorded, Sep. 20, 1898

W. D. Swann
Register of Deeds
Reg. J. C. Fisher Dep.