

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of September in the year of our Lord one thousand eight hundred and ninety five between E. A. Casler and Nettie J. Casler husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Blanche R. Wiley of the second part,

Witnesseth, That the said partall of the first part in consideration of the sum of six Hundred \$600 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 East four (4) Acres of the South West Quarter (1/4) of the South West Quarter (1/4) of the North West Quarter (1/4) of Section Four (4) Township Fifteen (15) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said partall of the first part therein. And the said E. A. Casler and Nettie J. Casler 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 six Hundred Dollars \$600 according to the terms of One certain Promissory Note this day executed and delivered by the said E. A. Casler and Nettie J. Casler his wife to the said party of the second part: One and payable three years from date of Sept 15 1895 with Interest thereon at the rate of 8 per cent per annum payable annually

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 E. A. Casler and wife heirs and assigns.

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

Signed and delivered in presence of

E. A. Casler (SEAL.)
Nettie J. Casler (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 7th day of Sept, A. D. 1895, before me, L. E. Ridder, a Notary Public in and for said County and State, came E. A. Casler and Nettie J. Casler husband and wife to the 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 July 9th 1895. L. E. Ridder Notary Public.
 Recorded Sept 7th A. D. 1895 at 11 o'clock A. M.

James Brooke
 Register of Deeds.

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage
 is hereby released and the lien hereby created discharged
 As witness my hand this 10th day of February A.D. 1898
Blanche R. Wiley
 Attest A. A. Cropper
 Recorded Feb. 11th 1898
 L. E. Ridder

