

This Indenture, Made this thirtieth day of September in the year of our Lord one thousand eight hundred and ninety nine between F. R. Patton and Minnie Patton his wife of Bond in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Three Hundred (300) 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 partyies 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: Begin at a stone at intersection of center of Roads 175 and 220 which point of beginning is situated 1506 feet North and 953 1/4 feet West of the South East Corner of the North East quarter of Section One (1) Township 8 North Range Eighteen (18) Thence running North (Var 5° E) 590 feet to a stone in the center of Road No 175; thence South (Var 67° 10' 18" 9 1/4° E) 744 feet; thence North (Var 9° E) 590 feet to a point in the center of Road 220; thence North (Var 67° 10' E) along the center of said Road 220 to the place of beginning, containing 4 acres 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 F. R. Patton and Minnie Patton 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 indefensible 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 (300) Dollars according to the terms of one certain promissory note this day executed and delivered by the said F. R. Patton and Minnie Patton to the said partyies of the second part: secured in the sum of three hundred dollars in favor the mortgage

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 partyies 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 partyies 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 partyies making such sale on demand to the said F. R. Patton his heirs and assigns.

**In Witness Whereof**, The said parties 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 F. R. Patton (SEAL.)  
Minnie Patton (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 2 day of October, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came F. R. Patton and Minnie Patton

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 April 28 1899 John M. Newlin Notary Public  
Recorded Oct 3 A. D. 1895 at 11 o'clock A. M.

James Brooks Register of Deeds

The following is Enclosure on the original instrument.  
The note herein described having been paid in full  
this Release is hereby Released and the Linthunder created  
discharged. As witness my hand this nineteenth day of July.  
A.D. 1905,  
Mary J. Bailey,

(Notarial Release See Book 33 Page 107)

Recorded July 19<sup>th</sup> 1905,  
W. W. Vinestrom,  
Register of Deeds.