

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and ninety 98 between Niley A. Jones and Alice E. Jones his wife of Medea in the County of Douglas and State of Kansas of the first part, and George Stuart of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One Hundred and Thirteen and 30/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Lots No 84, 83, 84, 85 50 acres Addition to the South of Medea, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Niley A. Jones and Alice E. Jones his wife do whereby 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 One Hundred and Thirteen and 30/100 Dollars according to the terms of A certain Promissory Note this day executed and delivered by the said Niley A. Jones & Alice E. Jones to the said party of the second part:

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 Niley A. Jones & Alice E. Jones their heirs and assigns.

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

Signed and delivered in presence of

Niley A. Jones (SEAL.)
Alice E. Jones (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 18 day of July, A. D. 1895, before me, L. S. Stule, a Notary Public in and for said County and State, came Niley A. Jones and Alice E. Jones his 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 June 18 1898. L. S. Stule
Recorded Oct 8 A. D. 1895 at 5 o'clock P. M. James Brooks
Notary Public. Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 19 day of November 1900, George Stuart

Attest
L. S. Stule
Notary of Deeds.