

This Indenture, Made this 30 day of September in the year of our Lord one thousand eight hundred and ninety Five between J. H. Minnix and Susannah Minnix w/f of Johnson in the County of Johnson and State of Kansas of the first part, and Joseph Bower of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 part 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: Begin at a point 66 rods West of North East corner of South East Quarter Section 9 Township 14 Range 19 Thence South 160 rods Thence West to South East corner of the 10 acre tract of land deeded by J. H. Story to Eli Story Thence North 40 rods to North East corner of said 10 acre tract Thence West 40 rods to the South East corner of a ten acre tract of land deeded by J. H. Story to E. H. Story Thence North along the East line of said tract to the South line of a tract of land of 5 1/2 acres deeded by J. H. Story to M. H. Story Thence East along the South line of said tract of land to the South East corner Thence North along its East line to the North line of said South East Quarter of Sec 9 Thence East to beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. H. Minnix and Susannah Minnix w/f 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 except a mortgage of \$500 recorded Book 8 page 330

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said J. H. Minnix and Susannah Minnix w/f to the said party of the second part: One for \$330 and one for \$270 payable three years after date

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. H. Minnix & Susannah Minnix w/f heirs and assigns.

In Witness Whereof, The said party of the first part, ha hereunto set hand and seal the day and year first above written.

Signed and delivered in presence of

J. H. Minnix (SEAL)
Susannah Minnix (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Johnson

Be it Remembered, That on this 7th day of October, A. D. 1895, before me, Abel C. Smith, a Notary Public in and for said County and State, came J. H. Minnix (and his wife) Susannah Minnix 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 May 30th 1897 Abel C. Smith Notary Public.
Recorded Oct 19 A. D. 1895 at 10³⁰ o'clock A. M.

James Brooks Register of Deeds

For Release per Book 57 page 51-501

