

This Indenture, Made this 18<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety five between Annie B. Lyon and William H. Lyon of Moyle in the County of Jackson and State of Kansas of the first part, and S. I. Stadel of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Twelve 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 Southeast quarter (1/4) of Section Number Twenty-five (25) in Township Number fourteen (14) South of Range Number Eighteen (18) East and containing One Hundred and Sixty (160) 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 Annie B. Lyon and William H. Lyon her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Twelve hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Annie B. Lyon and William H. Lyon her husband to the said party of the second part: Moyle Kans. Oct 18<sup>th</sup> 1895

Five years after date we promise to pay to the order of S. I. Stadel Twelve Hundred Dollars, at Moyle Kansas with interest at the rate of six per cent per annum after date later Received, Due Oct 18<sup>th</sup> 1900, but to be paid 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 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 Annie B. Lyon and William H. Lyon her husband then 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

N. N. Cleland  
Justice of the Peace

STATE OF KANSAS, } ss.  
County of Jackson

Annie B. Lyon (SEAL.)

William H. Lyon (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 19 day of October, A. D. 1895, before me, N. N. Cleland Justice of the Peace, a Notary Public in and for said County and State, came Annie B. Lyon and William H. Lyon

to me personally known to be the same person 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 189

Recorded Oct 28 A. D. 1895 at 9 o'clock A. M.

N. N. Cleland Justice of the Peace  
Notary Public.

James Brooks  
Register of Deeds.

The following is indexed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
As witness my hand this 5th day of October A. D. 1900.  
W. H. Myers  
Register of Deeds.  
Recorded Oct 15<sup>th</sup> 1900.