

**This Indenture**, Made this 31<sup>st</sup> day of October in the year of our Lord one thousand eight hundred and ninety 2<sup>nd</sup> 1895 between Joab Hadley & Dona Hadley husband & wife of Missouri in the County of Douglas and State of Kansas of the first part, and N. H. Webster of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two Hundred & Seventy Five 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 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: Beginning Forty (40) rods North of the North West corner of the North East Quarter (1/4) of Section Seventeen (17) Township fifteen (15) Range twenty (20) and running East Eighty (80) Rods thence North Forty (40) Rods thence West Eighty (80) Rods thence South to the place of beginning, containing Forty (40) Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joab Hadley & Dona Hadley husband & 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 Two Hundred and Seventy Five Dollars \$275. according to the terms of One certain Promissory Note this day executed and delivered by the said Joab Hadley and wife to the said party of the second part: due and payable three years from date of Oct 31<sup>st</sup> 1895 with interest thereon at the rate of 8 per cent per annum payable annually. Privilege is given for payment of \$100 on principal at any interest paying period 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 Joab Hadley and Dona Hadley his wife heirs and assigns.

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

Signed and delivered in presence of

Joab Hadley (SEAL.)  
Dona Hadley (SEAL.)  
\_\_\_\_ (SEAL.)  
\_\_\_\_ (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 31<sup>st</sup> day of October, A. D. 1895, before me, L. E. Kidder, a Notary Public in and for said County and State, came Joab Hadley and Dona Hadley husband and 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 July 9<sup>th</sup> 1898 L. E. Kidder Notary Public.  
Recorded Oct 31 A. D. 1895 at 11<sup>12</sup> o'clock A M.

James Brooks Register of Deeds.

The following is index of each original instrument  
This note herein described having been paid in full this mortgage  
is hereby released and paid by the holder of the same  
Attest my hand this 11<sup>th</sup> day of Oct. 11<sup>th</sup> 1895  
W. H. Webster  
Recorded March 3<sup>rd</sup> 1900. L. E. Kidder  
Register of Deeds.