

This Indenture, Made this Thirtieth day of November in the year of our Lord one thousand eight hundred and ninety five between R. E. Spwin unmarried of Laurance in the County of Douglas and State of Kansas of the first part, and John S. Nibworth of the second part,

Witnesseth, That the said party... of the first part in consideration of the sum of Four hundred \$ DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he 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: Begin at a point on the west line of the northeast quarter of Section twenty-two (22) Township thirteen (13) Range twenty-two (22) North of the north west corner of said quarter section thence in a southeasterly direction to a point seven (7) chains east of the southwest corner of said quarter section thence east one (1) chain thence north to Nakamusa creek thence up said creek to a point where said creek crosses the west line of said quarter section thence south on said line ten (10) chains to place of beginning containing 1.3 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 first party do he hereby covenant and agree that at the delivery hereof he is 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 Four hundred \$ Dollars according to the terms of two certain promissory notes of \$200 each this day executed and delivered by the said R. E. Spwin 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 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 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 R. E. Spwin his heirs and assigns.

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

Signed and delivered in presence of R. E. Spwin (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13th day of Nov, A. D. 1895, before me, JAMES H. MITCHELL, a Notary Public in and for said County and State, came R. E. Spwin unmarried

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 Feb 13 1896 J. H. Mitchell Notary Public.
Recorded Nov 14 A. D. 1895 at 10 o'clock A. M.

James Brooks
Register of Deeds.

*The following is endorsed on original instrument
The notes herein described having been paid in full the mortgage
is hereby released and the lien thereon is discharged
As witness my hand this 17th day of Nov. A.D. 1902
John S. Nibworth
Notary Public for Kansas*

Recorded Nov 17th 1902