

This Indenture, Made this fifteenth day of November in the year of our Lord one thousand eight hundred and ninety five between Fredrick B. Pontious and Jane C. Pontious his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Fred O. Richardson of same place of the second part,

Witnesseth, That the said part UU of the first part in consideration of the sum of Twenty three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have UU sold and by these presents do UU grant, bargain, sell and mortgage to the said party UU 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: The East half of the South West quarter of Section No Twenty nine (29) and the East half of the East half of the West half of the South West quarter of Section No Twenty nine (29) in Township No Twelve (12) South of Range No Nineteen (19) East of 6 Principal Meridian, containing One hundred (100) acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said part UU of the first part therein. And the said Parties of the first part 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 indefensible 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 Twenty three hundred Dollars being part purchase money of the above premises according to the terms of two (2) certain mortgage notes this day executed and delivered by the said Parties of the first part to the said party UU of the second part: 1000 due in one year from March 1, 1895 and 1300 due in two years from March 1, 1895, with interest from date until paid at the rate of Six (6) per cent per annum

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 UU 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 UU making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Fredrick B. Pontious (SEAL.)
Jane C. Pontious (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15 day of November, A. D. 1895, before me, Wm S. Sinclair, a Notary Public in and for said County and State, came Fredrick B. Pontious and Jane C. Pontious his wife 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 October 4, 1896

Recorded Nov 15 A. D. 1895, at 3 o'clock P. M.

Wm S. Sinclair

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed 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 23 day of December A. D. 1897.
Fred O. Richardson
Recorded Dec. 27 1897.

