

This Indenture, Made this ninth day of November in the year of our Lord one thousand eight hundred and ninety nine between N. A. Souderback and Mary S. Souderback his wife of Leocompton in the County of Douglas and State of Kansas of the first part, and Mrs. M. M. Sliff of the second part,

Witnesseth, That the said party of of the first part in consideration of the sum of Three hundred Twenty 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 of the second part their 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 at a point four hundred and ninety four and one fifth (494 1/5) feet from and North of the South West Corner of of the North East Quarter of Section Three (3) Township Twelve (12) Range eighteen (18) and running thence North five hundred and twenty and four fifths (520 4/5) feet thence East one thousand and four (1004) feet thence South five hundred and twenty and four fifths (520 4/5) feet thence West One thousand and four (1004) feet to place of beginning, amounting to twelve (12) acres of land. with all the appurtenances, and all the estate, title and interest of the said party of of the first part therein. And the said N. A. Souderback and Mary S. Souderback 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 Three hundred Twenty dollars according to the terms of a certain note this day executed and delivered by the said N. A. Souderback and Mary S. Souderback to the said party of 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 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 of the second part their 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 of the second part their 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 N. A. Souderback and Mary S. Souderback their heirs and assigns.

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

Signed and delivered in presence of

N. A. Souderback (SEAL.)

M. S. Souderback (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 11 day of November, A. D. 1895, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came N. A. Souderback and M. S. Souderback 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 Jan 1 1896

Recorded Nov 18 A. D. 1895 at 4:55 o'clock P. M.

J. H. Bonebrake Notary Public.

James Brooks Register of Deeds.

The following is endorsed on original instrument.
 In consideration of full pay-
 ment of the within mortgage,
 I hereby release the same this
 13 day of Dec 1896
 M. M. Sliff
 Recorded Dec 23, 1896 James Brooks Register of Deeds
 J. W. Kamean Deputy