

This Indenture, Made this 13th day of December in the year of our Lord one thousand eight hundred and ninety five between Nesley R. Langley and Mary E. Langley his wife of Laurimer in the County of Douglas and State of Kansas of the first part, and N. R. Peairs of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 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: lots One Hundred and Seventy Seven (177) and One Hundred and Seventy Nine (179) on Rhode Island Street in Block number thirteen (13) in the City of Laurimer Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 indefeasible estate of inheritance therein, free and clear of all incumbrances save and except a balance Five Hundred Dollars (\$500.00) due Charlotte E. Dinning on a promissory note agreement for deed

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars (\$500.00) according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: due and payable in six months from date

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 parties of the first part their 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

N. R. (SEAL.)
Nesley R. Langley (SEAL.)
Mary E. Langley (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13th day of December, A. D. 1895, before me, Frank L. Peairs, a Notary Public in and for said County and State, came Nesley R. Langley and Mary E. Langley 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 Nov 25th 1899. Frank L. Peairs
Recorded Dec 14 A. D. 1895 at 5³⁰ o'clock P M. Notary Public.

James Brooks
Register of Deeds.

The following is a correct copy of the original instrument as recorded in the office of the Register of Deeds, and as the same has been described having been paid in full, this copy is hereby returned and the original is hereby discharged. As witness my hand this 26 day of May, A. D. 1897.
Miss May Phillips
Charles F. Peairs
 Recorded May 26 1897
Colville Northrup
 Register of Deeds.

For assignment see Book 54 page 854