

This Indenture, Made this 19<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety five between Charles S. Black and Mary J. Black (his wife) of Palmyra in the County of Douglas and State of Kansas of the first part, and Catherine Black of same place of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of fourteen hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do all grant, bargain, sell and mortgage to the said party of the second part her 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 South One half of the North West quarter of Section thirty one (31) Township fourteen (14) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Catherine Black do hereby covenant and agree that at the delivery hereof she 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 fourteen hundred dollars, payable \$400. yearly until paid, with interest at 6% per annum according to the terms of seven certain promissory notes this day executed and delivered by the said Charles S. Black and Mary J. Black 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 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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part 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 Charles S. Black and Mary J. Black their heirs and assigns.

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

Signed and delivered in presence of

J. C. Bare

Charles S. Black

(SEAL.)

Mary J. Black

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 19<sup>th</sup> day of October, A. D. 1895, before me, Phoebe J. Bare, a Notary Public in and for said County and State, came Charles S. Black and Mary J. Black 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 Dec - 31<sup>st</sup> 1895

Recorded Dec - 28 A. D. 1895 at 8<sup>30</sup> o'clock P. M.

Phoebe J. Bare

Notary Public.

James Brooks  
Register of Deeds.

The following is endorsed in the original instrument  
Release. The note herein described having been paid in full.  
This mortgage is hereby released, and the lien thereon  
Created is changed. As witness my hand this 11<sup>th</sup> day  
of August, A. D. 1903.  
Witness Charles J. Bare.  
Notary Public

Recorded Aug. 14<sup>th</sup> 1903.  
W. W. Armstrong  
Register of Deeds